

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400622

|   |  |  |  |
|---|--|--|--|
| <b>SUBMISSION TYPE:</b>                 | NEW ASSIGNMENT                             |  |  |
| <b>NATURE OF CONVEYANCE:</b>            | SECURITY INTEREST                          |  |  |
| <b>CONVEYING PARTY DATA</b>             |  |  |  |
| <b>Name</b>                             | <b>Formerly</b>                            | <b>Execution Date</b>                    | <b>Entity Type</b>                     |
| Jan-Pro Franchising International, Inc. |  | 10/03/2016                               | Corporation:<br>MASSACHUSETTS          |
| Maid Right Franchising, LLC             |  | 10/03/2016                               | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>             |  |  |  |
| <b>Name:</b>                            | Twin Brook Capital Partners, LLC, as Agent |  |  |
| <b>Street Address:</b>                  | 300 S. Wacker Dr., Suite 3500              |  |  |
| <b>City:</b>                            | Chicago                                    |  |  |
| <b>State/Country:</b>                   | ILLINOIS                                   |  |  |
| <b>Postal Code:</b>                     | 60606                                      |  |  |
| <b>Entity Type:</b>                     | Limited Liability Company: DELAWARE        |  |  |
| <b>PROPERTY NUMBERS Total: 14</b>       |  |  |  |
| <b>Property Type</b>                    | <b>Number</b>                              | <b>Word Mark</b>                         |  |
| <b>Registration Number:</b>             | 4648899                                    | JAN-PRO YOUR FAMILY FIRST SCHOLARSHIP    |  |
| <b>Registration Number:</b>             | 4529294                                    | MEDMETRIX                                |  |
| <b>Registration Number:</b>             | 3902223                                    | ENVIROSHIELD                             |  |
| <b>Registration Number:</b>             | 3336856                                    | JAN-PRO TRACKER                          |  |
| <b>Registration Number:</b>             | 3353962                                    | JAN-PRO TECHNICS                         |  |
| <b>Registration Number:</b>             | 3345781                                    | JAN-PRO SIGNATURE CLEAN                  |  |
| <b>Registration Number:</b>             | 3440405                                    | MEASURABLE CLEANING. GUARANTEED RESULTS. |  |
| <b>Registration Number:</b>             | 3529952                                    | JAN-PRO CLEANING SYSTEMS MEASURABLE CLEA |  |
| <b>Registration Number:</b>             | 1791912                                    | JAN-PRO                                  |  |
| <b>Registration Number:</b>             | 4594092                                    | MAID RIGHT TRACKER                       |  |
| <b>Registration Number:</b>             | 4565411                                    | MAID RIGHT SIGNATURE CLEAN               |  |
| <b>Registration Number:</b>             | 4565410                                    | MAID RIGHT TECHNICS                      |  |
| <b>Registration Number:</b>             | 4489528                                    | MAID RIGHT                               |  |
| <b>Registration Number:</b>             | 4470584                                    | LIFE IS SHORT. CLEAN LESS.               |  |
| <b>CORRESPONDENCE DATA</b>              |  |  |  |
| <b>Fax Number:</b>                      |  |  |  |

OP \$365.00 4648899

**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.**

**Phone:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd., 55 E. Monroe  
**Address Line 2:** Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

|                                |          |
|--------------------------------|----------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 7428.016 |
|--------------------------------|----------|

|                           |                  |
|---------------------------|------------------|
| <b>NAME OF SUBMITTER:</b> | Kristen N. Lange |
|---------------------------|------------------|

|                   |                |
|-------------------|----------------|
| <b>SIGNATURE:</b> | /kristenlange/ |
|-------------------|----------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 10/03/2016 |
|---------------------|------------|

**Total Attachments: 5**

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source=10. Trademark Security Agreement#page4.tif  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2016, by JAN-PRO FRANCHISING INTERNATIONAL, INC., a Massachusetts corporation, and MAID RIGHT FRANCHISING, LLC, a Delaware limited liability company ("Grantors"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among PFB-JP Acquisition, Inc., a Delaware corporation (the "Initial Borrower" or "Parent"), in its capacity as the initial borrower, and immediately following the consummation of the Closing Date Acquisition, as a Guarantor (as defined in the Guarantee and Collateral Agreement), and concurrent with the consummation of the Closing Date Acquisition, Premium Franchise Brands, LLC, a Delaware limited liability company ("PFB") and Jan-Pro Holdings, Inc., a Delaware corporation ("Holdings"; Initial Borrower, PFB and Holdings are collectively referred to as "Borrowers" and individually referred to as a "Borrower"), the financial institutions party thereto from time to time ("Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any

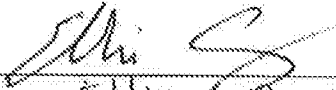
such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

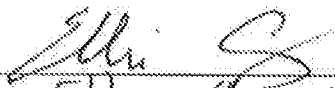
[signature page follows]

IN WITNESS WHEREOF, Each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**JAN-PRO FRANCHISING INTERNATIONAL, INC.**

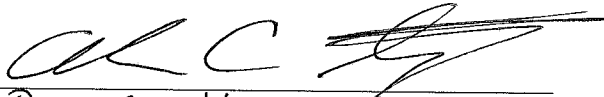
By:   
Name: Eddie King  
Title: President & CEO

**MAID RIGHT FRANCHISING, LLC**

BY:   
NAME: Eddie King  
TITLE: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By:   
Name: Drew Guyette  
Title: Director of Underwriting

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

United States

| <b>MARK</b>   | <b>REGISTRATION NUMBER</b> | <b>DATE</b> | <b>OWNER INFORMATION</b>                |
|---|----------------------------|-------------|---|
| JAN-PRO YOUR FAMILY FIRST SCHOLARSHIP                             | 4648899                    | 12/2/14     | Jan-Pro Franchising International, Inc. |
| MEDMETRIX   | 4529294                    | 5/13/14     | Jan-Pro Franchising International, Inc. |
| ENVIROSHIELD  | 3902223                    | 1/4/11      | Jan-Pro Franchising International, Inc. |
| JAN-PRO TRACKER   | 3336856                    | 11/13/07    | Jan-Pro Franchising International, Inc. |
| JAN-PRO TECHNICS  | 3353962                    | 12/11/07    | Jan-Pro Franchising International, Inc. |
| JAN-PRO SIGNATURE CLEAN   | 3345781                    | 11/27/07    | Jan-Pro Franchising International, Inc. |
| MEASURABLE CLEANING. GUARANTEED RESULTS.                          | 3440405                    | 6/3/08      | Jan-Pro Franchising International, Inc. |
| JAN-PRO CLEANING SYSTEMS MEASURABLE CLEANING. GUARANTEED RESULTS. | 3529952                    | 11/11/08    | Jan-Pro Franchising International, Inc. |
| JAN-PRO   | 1791912                    | 9/7/93      | Jan-Pro Franchising International, Inc. |
| MAID RIGHT TRACKER  | 4594092                    | 8/26/14     | Maid Right Franchising, LLC             |
| MAID RIGHT SIGNATURE CLEAN  | 4565411                    | 7/8/14      | Maid Right Franchising, LLC             |
| MAID RIGHT TECHNICS   | 4565410                    | 7/8/14      | Maid Right Franchising, LLC             |
| MAID RIGHT  | 4489528                    | 2/25/14     | Maid Right Franchising, LLC             |
| LIFE IS SHORT. CLEAN LESS.  | 4470584                    | 1/21/14     | Maid Right Franchising, LLC             |

Canada

| <b>MARK</b>        | <b>REGISTRATION NUMBER</b> | <b>DATE</b> | <b>OWNER INFORMATION</b>                |
|--------------------|----------------------------|-------------|---|
| ENVIROSHIELD       | TMA813444                  | 12/6/2011   | Jan-Pro Franchising International, Inc. |
| MAID RIGHT         | TMA929205                  | 2/17/2016   | Maid Right Franchising, LLC             |
| JAN-PRO and Design | TMA463899                  | 9/27/1996   | Jan-Pro Franchising International, Inc. |

**TRADEMARK APPLICATIONS**

None