

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diversified Maintenance-RWS, LLC, formerly known as Rite Way Service, LLC		02/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	1349 West Peachtree Street NW		
Internal Address:	Suite 1325		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2197705	CARPET RITE	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<i>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.</i>			
Phone:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal - PHR&D		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Bobbi Accord Noland		
SIGNATURE:	/ban/		
DATE SIGNED:	02/08/2018		
Total Attachments: 5			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of February 7, 2018, is made by **DIVERSIFIED MAINTENANCE-RWS, LLC**, a Delaware limited liability company formerly known as Rite Way Service, LLC ("Grantor"), having an address at 5110 Sunforest Drive, Suite 250, Tampa, Florida 33634, in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (together with its successors and assigns, "Bank"), with an office at 1349 West Peachtree Street NW, Suite 1325, Atlanta, Georgia 30309.

WHEREAS, pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by and among Grantor, certain of Grantor's subsidiaries and affiliates (together with Grantor, collectively "Credit Parties"), and Bank, Bank has agreed to make certain financial accommodations to certain Credit Parties subject to the terms and conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, Grantor has agreed to, among other things, grant to Bank a continuing security interest in substantially all of Grantor's intellectual property, including, without limitation, all of Grantor's trademarks and related rights (other than any 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 intent-to-use trademark applications under applicable federal law), to secure all obligations and liabilities owing from time to time from Credit Parties to Bank under the Loan Agreement or otherwise; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Bank to make extensions of credit to certain Credit Parties pursuant to the Loan Agreement, Grantor agrees with Bank as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Loan Agreement.

2. Notice of Grant of Security Interest. Pursuant to the Loan Agreement, Grantor collaterally assigns and grants to Bank, to secure the prompt and complete payment and performance of all Obligations, a security interest in all of its right, title and interest in, to and under Grantor's Trademarks, including, without limitation, all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing listed on Schedule A hereto.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Bank in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of Bank thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the

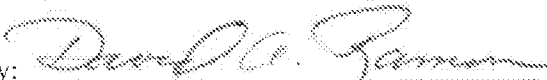
event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;
signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal by their respective officers thereunto duly authorized as of the day and year first above written.

DIVERSIFIED MAINTENANCE-RWS, LLC,
formerly known as Rite Way Service, LLC,
as Borrower


By: 

Name: David Ramon

Title: Chief Executive Officer

[Signatures continue on the following page]

U.S. BANK NATIONAL ASSOCIATION,
as Bank

By: 
Name: **John L. Palermo**
Title: Senior Vice President

SCHEDULE A
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

U.S. Trademarks:

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
CARPET RITE	75323079 2197705	7/11/1997 10/20/1998	Diversified Maintenance Systems, LLC, formerly known as Rite Way Service, LLC