

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Intelligent Office System, LLC		12/21/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC		
Street Address:	111 S. Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3070414	I INTELLIGENT OFFICE	
Registration Number:	3444001	INTELLIGENT ASSISTANT	
Registration Number:	2277055	INTELLIGENT OFFICE	
Registration Number:	4015679	WORKING INTELLIGENTLY	
Registration Number:	4401768	YOUR STAFF. YOUR OFFICE. YOUR SUCCESS.	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7428.016		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		

OP \$140.00 3070414

DATE SIGNED:	12/26/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2018, by THE INTELLIGENT OFFICE SYSTEM, LLC, a Colorado limited liability company ("Grantor"), 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 October 3, 2016 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 Borrowers;

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 Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of October 3, 2016 (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, 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, 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. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 Grantor against third parties for past, present or future (i) infringement or dilution of any such

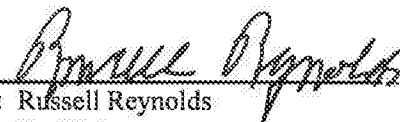
Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair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

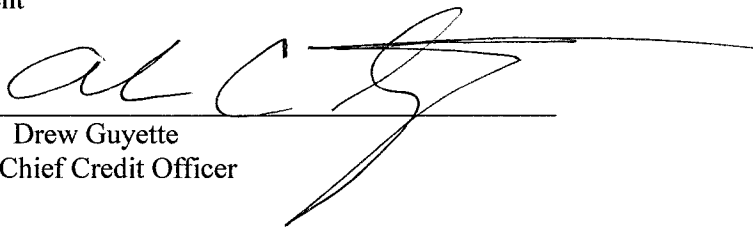
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE INTELLIGENT OFFICE SYSTEM, LLC

By: 
Name: Russell Reynolds
Title: President

ACCEPTED AND ACKNOWLEDGED BY:


TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

United States

MARK	REGISTRATION NUMBER	DATE	OWNER INFORMATION
	3070414	3/21/2006	The Intelligent Office System, LLC
INTELLIGENT ASSISTANT	3444001	6/10/2008	The Intelligent Office System, LLC
INTELLIGENT OFFICE	2277055	9/14/1999	The Intelligent Office System, LLC
WORKING INTELLIGENTLY	4015679	8/23/2011	The Intelligent Office System, LLC
YOUR STAFF. YOUR OFFICE. YOUR SUCCESS.	4401768	9/10/2013	The Intelligent Office System, LLC

Canada

MARK	REGISTRATION NUMBER	DATE	OWNER INFORMATION
THE INTELLIGENT OFFICE	TMA660488	3/8/2006	The Intelligent Office System, LLC
INTELLIGENT ASSISTANT	TMA803780	8/5/2011	The Intelligent Office System, LLC
	TMA845924	3/12/2013	The Intelligent Office System, LLC
WORKING INTELLIGENTLY	TMA972983	6/8/2017	The Intelligent Office System, LLC

TRADEMARK APPLICATIONS

None