

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jan-Pro Franchising International, Inc.		08/31/2020	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 S. Wacker Dr., 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5626383	JAN JPS PRO	
Registration Number:	5616505	JP	
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, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7428.016		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	09/09/2020		
Total Attachments: 5			
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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of October 3, 2016 (the "Trademark Security Agreement") made by JAN-PRO FRANCHISING INTERNATIONAL, INC., a Massachusetts corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined) is dated as of August 31, 2020.

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 Lynx Acquisition, Inc. (f/k/a 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, Lynx Franchising, LLC (f/k/a Premium Franchise Brands, LLC), a Delaware limited liability company ("PFB") and Lynx-JP Holdings, Inc. (f/k/a 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 Grantor;

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 the Grantor and certain affiliates of the 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");

WHEREAS, in the furtherance of the foregoing, Grantor entered into the Trademark Security agreement;

WHEREAS, since the date of Grantors execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

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 to amend the Trademark Security Agreement as follows:

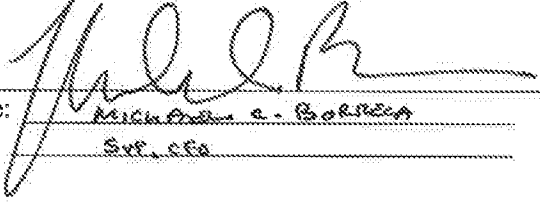
1. Schedules. Schedule I to the Trademark Security Agreement shall be deemed to refer to Schedule I as amended by the addition of the New trademarks schedules on Schedule I attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.
3. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

4. Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such state without regard to conflict of laws principles.

[signature page follows]

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

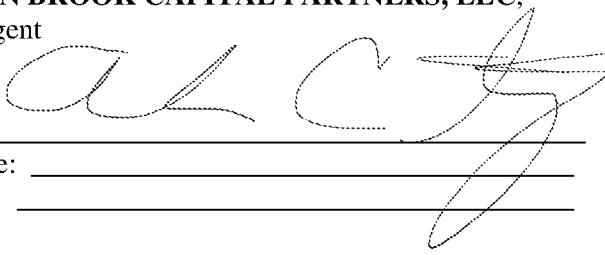
JAN-PRO FRANCHISING INTERNATIONAL, INC.

By: 
Name: Michael A. Bolser
Title: Sgt. etc.

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent



By: _____
Name: _____
Title: _____

A handwritten signature in black ink is written over the signature line. The signature is stylized and appears to consist of the letters 'A', 'L', 'C', and 'S' in a cursive, interconnected fashion.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

United States

MARK	REGISTRATION NUMBER	DATE	OWNER INFORMATION
	5626383	12/11/18	Jan-Pro Franchising International, Inc.
	5616505	11/27/18	Jan-Pro Franchising International, Inc.