

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM616353

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JAN-PRO FRANCHISING INTERNATIONAL, INC.		12/23/2020	Corporation:
THE INTELLIGENT OFFICE SYSTEM, LLC		12/23/2020	Limited Liability Company:
CUSTOM COMMERCIAL DRY CLEANERS, LLC		12/23/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Barings Finance LLC, as Administrative Agent
Street Address:	300 South Tryon Street, Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3902223	ENVIROSHIELD
Registration Number:	1791912	JAN-PRO
Registration Number:	5616505	JP
Registration Number:	5626383	JAN JPS PRO
Registration Number:	3529952	JAN-PRO CLEANING SYSTEMS MEASURABLE CLEA
Registration Number:	3345781	JAN-PRO SIGNATURE CLEAN
Registration Number:	3353962	JAN-PRO TECHNICS
Registration Number:	3336856	JAN-PRO TRACKER
Registration Number:	4648899	JAN-PRO YOUR FAMILY FIRST SCHOLARSHIP
Registration Number:	3440405	MEASURABLE CLEANING. GUARANTEED RESULTS.
Registration Number:	4529294	MEDMETRIX
Registration Number:	3444001	INTELLIGENT ASSISTANT
Registration Number:	2277055	INTELLIGENT OFFICE
Registration Number:	3070414	I INTELLIGENT OFFICE
Registration Number:	4015679	WORKING INTELLIGENTLY

CH \$540.00 3902223

Property Type	Number	Word Mark
Registration Number:	4401768	YOUR STAFF. YOUR OFFICE. YOUR SUCCESS.
Registration Number:	3111941	
Registration Number:	3216512	
Registration Number:	3199760	FRSTEAM
Registration Number:	3190210	FRSTEAM
Serial Number:	90144424	ENVIROSHIELD

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	34632-30870
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/23/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “Grantor” and, collectively, the “**Grantors**”) in favor of Barings Finance LLC for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for past, present or future infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, including income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall promptly execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

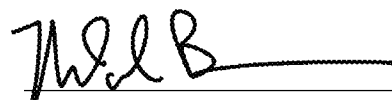
**JAN-PRO FRANCHISING INTERNATIONAL,
INC.**

By: 
Name: Michael Borreca
Title: Chief Financial Officer and Treasurer

THE INTELLIGENT OFFICE SYSTEM, LLC

By: 
Name: Michael Borreca
Title: Chief Financial Officer and Treasurer

**CUSTOM COMMERCIAL DRY CLEANERS,
LLC**

By: 
Name: Michael Borreca
Title: Vice President and Treasurer

BARINGS FINANCE LLC,
as Administrative Agent



By: 





Name: L. Max McEwen

Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Registration Date	Registration Number	Owner
ENVIROSHIELD	United States	1/4/2011	3902223	Jan-Pro Franchising International, Inc.
ENVIROSHIELD	United States	Filing Date 8/28/2020	Appl. No. 90144424	Jan-Pro Franchising International, Inc.
JAN-PRO	United States	9/7/1993	1791912	Jan-Pro Franchising International, Inc.
	United States	11/27/2018	5616505	Jan-Pro Franchising International, Inc.
	United States	12/11/2018	5626383	Jan-Pro Franchising International, Inc.
JAN-PRO CLEANING SYSTEMS MEASURABLE CLEANING. GUARANTEED RESULTS.	United States	11/11/2008	3529952	Jan-Pro Franchising International, Inc.
JAN-PRO SIGNATURE CLEAN	United States	11/27/2007	3345781	Jan-Pro Franchising International, Inc.
JAN-PRO TECHNICS	United States	12/11/2007	3353962	Jan-Pro Franchising International, Inc.
JAN-PRO TRACKER	United States	11/13/2007	3336856	Jan-Pro Franchising International, Inc.
JAN-PRO YOUR FAMILY FIRST SCHOLARSHIP	United States	12/2/2014	4648899	Jan-Pro Franchising International, Inc.

Trademark	Country	Registration Date	Registration Number	Owner
MEASURABLE CLEANING. GUARANTEED RESULTS.	United States	6/3/2008	3440405	Jan-Pro Franchising International, Inc.
MEDMETRIX	United States	5/13/2014	4529294	Jan-Pro Franchising International, Inc.
INTELLIGENT ASSISTANT	United States	6/10/2008	3444001	The Intelligent Office System, LLC
INTELLIGENT OFFICE	United States	9/14/1999	2277055	The Intelligent Office System, LLC
	United States	3/21/2006	3070414	The Intelligent Office System, LLC
WORKING INTELLIGENTLY	United States	8/23/2011	4015679	The Intelligent Office System, LLC
YOUR STAFF. YOUR OFFICE. YOUR SUCCESS.	United States	9/10/2013	4401768	The Intelligent Office System, LLC
	United States	7/04/2006	3111941	Custom Commercial Dry Cleaners, LLC (f/k/a/ Custom Commercial Dry Cleaners, Inc.)
	United States	3/06/2007	3216512	Custom Commercial Dry Cleaners, LLC (f/k/a/ Custom Commercial Dry Cleaners, Inc.)
FRSTEAM	United States	1/16/2007	3199760	Custom Commercial Dry Cleaners, LLC (f/k/a/ Custom Commercial Dry Cleaners, Inc.)
	United States	12/26/2006	3190210	Custom Commercial Dry Cleaners, LLC (f/k/a/ Custom

Trademark	Country	Registration Date	Registration Number	Owner
				Commercial Dry Cleaners, Inc.)