

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2659716

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RUG DOCTOR, LLC (F/K/A RUG DOCTOR, INC.)	12/23/2013
RD HOLDCO INC.	12/23/2013

RECEIVING PARTY DATA

Name:	SOLAR CAPITAL LTD.
Street Address:	500 PARK AVENUE
Internal Address:	5TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

Name:	AMERICAN CAPITAL, LTD.
Street Address:	2 BETHESDA METRO CENTER
Internal Address:	14TH FLOOR
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	5513415
Patent Number:	5473792
Patent Number:	6418587
Patent Number:	6789290
Patent Number:	6568024
Patent Number:	7048805
Patent Number:	D674978

Patent Number:	8483871
Application Number:	29447269
Application Number:	29447273
Application Number:	61711625
Application Number:	14049931
Application Number:	61423472
Application Number:	13326699
Application Number:	29384377
Application Number:	13914864
Application Number:	13441051

CORRESPONDENCE DATA

Fax Number: (212)859-4000
Phone: 212-859-8000
Email: teas@ffhsj.com,jason.greenberg@friedfrank.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: JASON GREENBERG
Address Line 1: ONE NEW YORK PLAZA
Address Line 2: FRIED FRANK LLP
Address Line 4: NEW YORK, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	34259-2 GREENBERG
NAME OF SUBMITTER:	JASON GREENBERG
Signature:	/JG/
Date:	12/24/2013

Total Attachments: 32

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Lien Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "Second Lien IP Security Agreement") is made and effective as of December 23, 2013, by and among RUG DOCTOR, LLC (f/k/a Rug Doctor, Inc.), a Delaware limited liability company ("Borrower") and RD HOLDCO INC., a Delaware corporation ("Holdco", together with Borrower, each a "Grantor" and collectively, "Grantors") in favor of Solar Capital Ltd., a Maryland corporation, and American Capital, Ltd., a Delaware corporation, in their capacities as administrative and collateral agents for the Lenders (defined below) and each other Secured Party (as such term is defined in the Second Lien Credit Agreement) (in such capacity, the "Agents"). Capitalized terms used in this Second Lien IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Second Lien Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof, by and among each Grantor, Agents and Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), the Lenders have agreed, among other things, subject to the terms and conditions set forth therein, to make Loans to the Borrower (collectively, the "Loans");

WHEREAS, each Grantor will derive substantial direct and indirect benefit from the Loans and other financial accommodations provided by the Lenders under the Second Lien Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Agents and the Lenders to execute and perform under the Second Lien Credit Agreement that each Grantor shall have executed and delivered this Second Lien IP Security Agreement to the Agents for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of the Agents and the Lenders to enter into the Second Lien Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Grantors' prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantors' Obligations under the Second Lien Credit Agreement, each Grantor hereby grants to the Agents, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which such Grantor is prohibited from granting a security interest by contract, statute, or otherwise (the "IP

Rug Doctor: Intellectual Property Security Agreement: SR

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Collateral):

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the "Trademarks");

(c) The copyrights set forth on Schedule C attached hereto (collectively, the "Copyrights");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(g) Any and all divisions, continuations, amendments, renewals, extensions, reissues and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and the Register of Copyrights (and any state, foreign or other authority to which this Second Lien IP Security Agreement is submitted) file and record this Second Lien IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agents and the Secured Parties in the IP Collateral.

3. Assignment. Upon the request of the Agents after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agents an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agents, for the ratable benefit of the Secured Parties.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agents, for the ratable benefit of the Secured Parties, a power of attorney, to act as such Grantor's attorney-in-

fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agents' discretion, to take any action and to execute any instrument that the Agents may reasonably deem necessary or advisable to accomplish the purposes of this Second Lien IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agents and the Secured Parties and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agents and the Secured Parties and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agents' interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agents and the Secured Parties in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agents in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agents deem in their discretion to be in the best interest of the Agents, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantor's obligations under the Second Lien Credit Agreement and the other Transaction Documents (collectively, the "Obligations") secured hereby have been unconditionally and indefeasibly paid or performed in full and the Second Lien Credit Agreement has been terminated (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending).

5. Release. Unless otherwise agreed in writing by the parties, the security interests

granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Second Lien Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agents (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agents to evidence such termination.

6. Newly Registered Patents and Trademarks. Each Grantor hereby agrees to provide the Agents, for the ratable benefit of the Secured Parties, every quarter, a schedule of newly registered Patents, Trademarks and Copyrights (if any).

7. Miscellaneous.

(a) This Second Lien IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agents, for the ratable benefit of the Secured Parties, under the Second Lien Credit Agreement. The rights and remedies of the Grantors and the Agents with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Second Lien Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Second Lien IP Security Agreement are deemed to conflict with the Second Lien Credit Agreement or the other Transaction Documents, the provisions of the Second Lien Credit Agreement or the other Transaction Documents shall govern.

(b) This Second Lien IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) Notwithstanding any provision contained herein, (i) this Second Lien IP Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject to the Intercreditor Agreement and (ii) in the event of a conflict, the provisions of the Intercreditor Agreement shall control. Without limiting the generality of the foregoing, any requirement to deliver possessory Collateral to the Agent shall be deemed satisfied if such possessory Collateral is delivered to the Control Agent, as bailee for perfection for the Agent, in accordance with the terms of the Intercreditor Agreement.

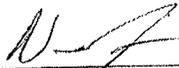
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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

RUG DOCTOR, LLC (f/k/a Rug Doctor, Inc.),
a Delaware limited liability company

By:


Name: Nicholas Zetter
Title: Vice President of Finance

RD HOLDCO INC.,
a Delaware corporation

By:


Name: Nicholas Zetter
Title: Vice President of Finance

[Signature Page to Second Lien IP Security Agreement]

AS AGENTS:

AMERICAN CAPITAL, LTD.

By: 
Name: Jeffrey N. MacDowell
Title: SVP

[Signature Page to Second Lien IP Security Agreement]

PATENT
REEL: 031869 FRAME: 0071

SCHEDULE A¹

PATENT COLLATERAL

Registered Patents

United States

Patent Name	Assignee	Patent Number
Steam Cleaning Device	Rug Doctor, L.P.	5,513,415
Steam Cleaning Machine	Rug Doctor, L.P.	5,473,792
Cleaning Tool	Rug Doctor, L.P.	6,418,587
Dual Mode Carpet Cleaning Device	Rug Doctor, L.P.	6,789,290
Cleaning Tool	Rug Doctor, L.P.	6,568,024
Dual Mode Carpet Cleaning Method	Rug Doctor, L.P.	7,048,805
Hand Held Vacuum Tool Attachment (Design)	Rug Doctor, Inc.	D674,978
Carper Cleaning Machine Rental Kiosk	Rug Doctor, Inc.	8,483,871

Canada

Patent Name	Assignee	Patent Number
Dual Mode Carpet Cleaning Machine, Solution, System & Methods of Use (**)	Rug Doctor, L.P.	2,652,062

¹ There is certain intellectual property in the name of Rug Doctor, Inc. and Rug Doctor L.P. Rug Doctor L.P. merged into Rug Doctor, Inc. and so, by operation of law, Rug Doctor, Inc. became the owner of Rug Doctor L.P.'s intellectual property. Subsequently, Rug Doctor, Inc. converted into Rug Doctor, LLC and so, by operation of law, Rug Doctor, LLC became the owner of the Rug Doctor, Inc.'s intellectual property.

Patent Name	Assignee	Patent Number
Dual Mode Carpet Cleaning Machine, Solution, System & Methods of Use (**)	Rug Doctor, L.P.	2,452,755
Carpet Cleaning Machine (X3 Design)	Rug Doctor, Inc.	140938
Handheld Vacuum Tool Attachment (Design)	Rug Doctor, Inc.	147214

European Patents

Patent Name	Assignee	Patent Number
Cleaning Tool	Rug Doctor, L.P.	EP1153566
Floor Cleaning Apparatus (X3 Design)	Rug Doctor, Inc.	001882127-0001
Accessories For Vacuum Cleaners (Design)	Rug Doctor, Inc.	002097964-0001
Liquid Extraction Device (Speedy)	Rug Doctor, Inc.	002300103-0001
Liquid Extraction Device (Jubilee)	Rug Doctor, Inc.	002300046-0001

France

Patent Name	Assignee	Patent Number
Self-Contained Carpet Cleaning Machine - Design	Rug Doctor, L.P.	945106

Great Britain

Patent Name	Assignee	Patent Number
Self-Contained Carpet Cleaning Machine - Design	Rug Doctor, L.P.	2041922

South Africa

Patent Name	Assignee	Patent Number
Carpet Cleaning Machines (Design)	Rug Doctor, Inc.	A2011/00944

Pending Patents

United States

Patent Name	Assignee	Patent Application Number
Liquid Extraction Device (Design)	Rug Doctor, Inc.	29/447,269
Liquid Extraction Device (Design)	Rug Doctor, Inc.	29/447,273
Kiosk and Method for Renting Carpet Cleaning Machines (eRent)	Rug Doctor, Inc.	61/711,625
Kiosk and Method for Renting Carpet Cleaning Machines (eRent)	Rug Doctor, Inc.	14/049,931
Floor Cleaning Machine	Rug Doctor, Inc.	61/423,472 & 13/326,699
Carpet Cleaning Machine	Rug Doctor, Inc.	29/384,377
Carpet Cleaning Machine Rental Kiosk	Rug Doctor, Inc.	13/914,864
Handheld Vacuum Cleaner Tool Comprising a Vacuum Driven Motorized Brush	Rug Doctor, Inc.	13/441,051
Handheld Vacuum Cleaner Tool Comprising a Vacuum Driven Motorized Brush	Rug Doctor, Inc.	PCT/US2013 /033824

Canada

Patent Name	Assignee	Patent Application Number
Floor Cleaning Machine (X3)	Rug Doctor, Inc.	2,821,334
Carpet Cleaning Machine Rental Kiosk	Rug Doctor, Inc.	2,817,574

European Community

Patent Name	Assignee	Patent Application Number
Dual Mode Carpet Cleaning Machine, Solution, System & Methods of Use (**)	Rug Doctor, L.P.	EP2742368
Carpet Cleaning Machine Rental Kiosk	Rug Doctor, Inc.	11843847.2
Floor Cleaning Machine	Rug Doctor, Inc.	11848802.2

World Intellectual Property Organization

Patent Name	Assignee	Patent Application Number
Floor Cleaning Machine (X3)	Rug Doctor, Inc.	PCT/US2011/ 065065
Carpet Cleaning Machine Rental Kiosk	Rug Doctor, Inc.	PCT/US2011/62066
Carpet Cleaning Machine Rental Kiosk	Rug Doctor, Inc.	PCT/US2011/062071

China

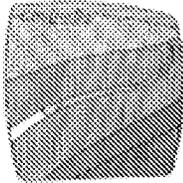
Patent Name	Assignee	Patent Number
(Speedy)	Rug Doctor, Inc.	
(Jubilee)	Rug Doctor, Inc.	

SCHEDULE B

TRADEMARK AND SERVICE MARKS

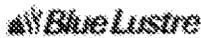
Registered Trademarks

United States Trademarks

Mark	Owner	Trademark Number
Spot-n-Blot	Rug Doctor, Inc.	1,134,876
SpotBlok	Rug Doctor, Inc.	2,356,007
Rug Doctor	Rug Doctor, Inc.	973,037
Rugdoctor and Design 	Rug Doctor, Inc.	2,631,227
Oxy-Steam	Rug Doctor, Inc.	3,172,228
Oxy-Steam Green	Rug Doctor, Inc.	3,613,356
A cleaner home. A greener world.	Rug Doctor, Inc.	3,716,633
 [Design Only]	Rug Doctor, Inc.	3,644,876
Rx and Design 	Rug Doctor, Inc.	2,385,995

Mark	Owner	Trademark Number
Carpet Doctor	Rug Doctor, Inc.	3,551,514
 [Design Only]	Rug Doctor, Inc.	3,792,114
Steaming Mad at Dirt	Rug Doctor, Inc.	1,259,025
Rug Doctor Wide Track	Rug Doctor, Inc.	2,522,441
Rent The Rug Doctor	Rug Doctor, Inc.	2,604,818
Rug Doctor	Rug Doctor, Inc.	973,354
Rug Doctor	Rug Doctor, Inc.	2,697,525
Vibra Vac	Rug Doctor, Inc.	1,055,436
Floor Doctor	Rug Doctor, Inc.	3,130,173
Floor Doctor	Rug Doctor, Inc.	3,346,070
Mighty Pack	Rug Doctor, Inc.	1,977,087
Rent the Power without the Size	Rug Doctor, Inc.	2,052,230
 [Design Only]	Rug Doctor, Inc.	2,476,453
Rent The Rug Doctor	Rug Doctor, Inc.	1,337,172
Rug Doctor	Rug Doctor, Inc.	2,536,671
Rug Doctor	Rug Doctor, Inc.	2,624,580
It's So Easy	Rug Doctor, Inc.	2,935,104
Get your carpet clean to the core	Rug Doctor, Inc.	3,817,641
Rent the Red One	Rug Doctor, Inc.	1,832,987

Mark	Owner	Trademark Number
Rug Doctor Rents	Rug Doctor, Inc.	1,008,500
The Carpeting Doctors	Rug Doctor, Inc.	2,945,284
Pixel Perfect	Rug Doctor, Inc.	3,277,633
Everfresh	Rug Doctor, Inc.	2,398,515
Everfresh	Rug Doctor, Inc.	1,219,651
Ceiling Doctor	Rug Doctor, Inc.	2,811,004
Rug Doctor Wide Track	Rug Doctor, Inc.	2,525,165
Rug Doctor Pro	Rug Doctor, Inc.	2,639,439
Rug Doctor Mighty Pro	Rug Doctor, Inc.	2,475,799
RinseNVac Pro	Rug Doctor, Inc.	2,449,956
Mighty Pro	Rug Doctor, Inc.	2,747,284
Mighty Pro X3	Rug Doctor, Inc.	4,119,309
X3	Rug Doctor, Inc.	4,106,494
Rug Doctor Pro	Rug Doctor, Inc.	2,586,496
Power Maid	Rug Doctor, Inc.	1,239,088
Rug Doctor Rapid Rent	Rug Doctor, Inc.	4,151,025
Rug Doctor Pro	Rug Doctor, Inc.	1,348,567
Janitors Depot	Rug Doctor, Inc.	2,032,227
Janitors Depot	Rug Doctor, Inc.	2,124,822
Janitor's Depot	Rug Doctor, Inc.	1,946,612
Janitor's Depot	Rug Doctor, Inc.	3,528,504
Blue Lustre	Rug Doctor, Inc.	914,416
Blue Lustre and Design	Rug Doctor, Inc.	2,166,184

Mark	Owner	Trademark Number
		
Carpet Magic	Rug Doctor, Inc.	1,239,115
RinseNVac & Design 	Rug Doctor, Inc.	995,519
RinseNVac	Rug Doctor, Inc.	2,008,545
RinseNVac and Design 	Rug Doctor, Inc.	2,008,546
Blue Lustre	Rug Doctor, Inc.	912,749
Carpet Magic	Rug Doctor, Inc.	1,092,665
Carpet Magic	Rug Doctor, Inc.	1,477,099
Nature's Finest	Rug Doctor, Inc.	2,580,451
Nature's Finest	Rug Doctor, Inc.	2,717,459
Starry Night	Rug Doctor, Inc.	3,541,696
Beeswax Makes it Better	Rug Doctor, Inc.	2,642,593
Sunset	Rug Doctor, Inc.	2,728,158
Palm Creations	Rug Doctor, Inc.	2,799,356
Cool Evening Breeze	Rug Doctor, Inc.	2,855,328
Shimmer of Hope	Rug Doctor, Inc.	3,122,025
Palm Creations by Nature's Finest	Rug Doctor, Inc.	3,395,834
Beeswax Collection by Nature's Finest	Rug Doctor, Inc.	3,149,904
Hopes & Gleams	Rug Doctor, Inc.	3,345,821

Mark	Owner	Trademark Number
Pet Doctor by Rug Doctor	Rug Doctor, Inc.	4,440,528

Australian

Mark	Owner	Trademark Number
Rug Doctor	Rug Doctor, Inc.	A323,935
Rug Doctor	Rug Doctor, Inc.	934,738
Rug Doctor Logo (4th Generation)	Rug Doctor, Inc.	934,739
Rug Doctor	Rug Doctor, Inc.	A324,824
Steaming Mad at Dirt	Rug Doctor, Inc.	A339,562
Rug Doctor Rents	Rug Doctor, Inc.	A339,561
Steaming Mad at Dirt	Rug Doctor, Inc.	934,737
Rug Doctor	Rug Doctor, Inc.	A323,936
Rug Doctor	Rug Doctor, Inc.	A324,825
Hire the Rug Doctor	Rug Doctor, Inc.	934,735
Mighty Pack	Rug Doctor, Inc.	934,736
Mighty Pro	Rug Doctor, Inc.	1,135,549

Benelux

Mark	Owner	Trademark Number
RinseNVac	Rug Doctor, Inc.	469,563

Austria

Mark	Owner	Trademark Number
Teppich Doctor	Rug Doctor, Inc.	267,595

Brazil

Mark	Owner	Trademark Number
Rug Doctor	Rug Doctor, Inc.	812,332,288
Rug Doctor	Rug Doctor, Inc.	812,332,300

Canada

Mark	Owner	Trademark Number
Household Rental Systems	Easy-Way Ltd.	TMA280,360
Everfresh	Rug Doctor, Inc.	TMA625,622
SpotBlok	Rug Doctor, Inc.	TMA593,633
RinseNVac (Design)	Rug Doctor, Inc.	TMA218503
Lustre Clean	Rug Doctor, Inc.	TMA517,810
Swirl 'n Clean	Rug Doctor, Inc.	TMA517,110
Carpet Magic	Rug Doctor, Inc.	TMA221527
Steaming Mad at Dirt	Rug Doctor, Inc.	TMA251,566
Rug Doctor	Rug Doctor, Inc.	TMA206824
Rug Doctor	Rug Doctor, Inc.	TMA697,383
It's So Easy	Rug Doctor, Inc.	TMA671853
ACCM - 4th	Rug Doctor, Inc.	TMA593,436
Rug Doctor Wide Track	Rug Doctor, Inc.	TMA667,137

Mark	Owner	Trademark Number
Rug Doctor Mighty Pro	Rug Doctor, Inc.	TMA671951
Rug Doctor Rents	Rug Doctor, Inc.	TMA239,967
Blue Lustre	Rug Doctor, Inc.	TMA171,505
Turbo Brush	Easy-Way Ltd.	TMA 346,215
Easy-Way	Easy-Way Ltd.	TMA503,290
Rent the Rug Doctor	Rug Doctor, Inc.	TMA721,341
A cleaner home. A greener world.	Rug Doctor, Inc.	TMA824560
Mighty Pro X3	Rug Doctor, Inc.	TMA815959
Mighty Pro X3	Rug Doctor, Inc.	TMA821176
X3	Rug Doctor, Inc.	TMA815955
X3	Rug Doctor, Inc.	TMA821159
Nature's Finest	Rug Doctor, Inc.	TMA583,326

China

Mark	Owner	Trademark Number
Vibra Vac	Rug Doctor, Inc.	1,177,571
Rug Doctor (Chinese Characters)	Rug Doctor, Inc.	6,705,885
Rug Doctor (Chinese Characters)	Rug Doctor, Inc.	6,805,886
Rug Doctor	Rug Doctor, Inc.	6,705,887
Rug Doctor	Rug Doctor, Inc.	6,705,888

Denmark

Mark	Owner	Trademark Number
Taeppe Doctor	Rug Doctor, Inc.	VR 1990 07188

EC

Mark	Owner	Trademark Number
Rug Doctor (Chemical Label Design)	Rug Doctor, Inc.	2,664,548
Rug Doctor	Rug Doctor, Inc.	624,387
Rug Doctor	Rug Doctor, Inc.	2,926,293
Steaming Mad at Dirt	Rug Doctor, Inc.	2,401,602
ACCM - 4th	Rug Doctor, Inc.	2,401,784
Carpet Doctor	Rug Doctor, Inc.	2,401,644
Color "Red" 2-D	Rug Doctor, Inc.	2,482,305
Color "Red" 3-D	Rug Doctor, Inc.	2,491,850
Rent the Rug Doctor	Rug Doctor, Inc.	2,401,834
Carpet Magic	Rug Doctor, Inc.	3,913,639
Mighty Pack	Rug Doctor, Inc.	2,923,456
Mighty Pro	Rug Doctor, Inc.	2,961,712
Wide Track	Rug Doctor, Inc.	5,606,331
Mighty Pro X3	Rug Doctor, Inc.	009892001
Rug Doctor Rapid Rent	Rug Doctor, Inc.	009654609
Nature's Finest (Device)	Rug Doctor, Inc.	2,549,368
Floor Doctor	Rug Doctor, Inc.	011003183

France

Mark	Owner	Trademark Number
RINSENVAC	Rug Doctor, Inc.	1,546,898

Germany

Mark	Owner	Trademark Number
RINSENVAC	Rug Doctor, Inc.	1,156,855
TeppichDoktor	Rug Doctor, Inc.	1,035,712
Rug Doctor	Rug Doctor, Inc.	1,024,367
TeppichDoktor	Rug Doctor, Inc.	965,663
Vibra Vac	Rug Doctor, Inc.	1,024,471
TeppichDoktor Pro	Rug Doctor, Inc.	2,071,057

Hong Kong

Mark	Owner	Trademark Number
Rug Doctor	Rug Doctor, Inc.	B315/83
Rug Doctor	Rug Doctor, Inc.	B316/83
Vibra Vac	Rug Doctor, L.P.	B156/87

Italy

Mark	Owner	Trademark Number
Rug Doctor	Rug Doctor, Inc.	893805 now 379520

Japan Trademarks

Mark	Owner	Trademark Number
Rug Doctor	Rug Doctor, Inc.	3,147,705
Rug Doctor	Rug Doctor, Inc.	2,673,679

Korea

Mark	Owner	Trademark Number
Rug Doctor Inc.	Rug Doctor, Inc.	40-81528

Malaysia

Mark	Owner	Trademark Number
Rug Doctor	Rug Doctor, Inc.	SAR27697 (Sarawak)
Rug Doctor	Rug Doctor, Inc.	M/99125 (Malaya)

Mexico

Mark	Owner	Trademark Number
Rug Doctor	Rug Doctor, Inc.	279,438
Rug Doctor	Rug Doctor, Inc.	271,205
Rug Doctor	Rug Doctor, Inc.	278,488

New Zealand

Mark	Owner	Trademark Number
Rug Doctor	Rug Doctor, Inc.	B129,983
Steaming Mad At Dirt	Rug Doctor, Inc.	B129986

Mark	Owner	Trademark Number
Vibra Vac	Rug Doctor, Inc.	B129985
Rug Doctor	Rug Doctor, Inc.	B129984
Rug Doctor Rents	Rug Doctor, Inc.	B133433
Rug Doctor Hires	Rug Doctor, Inc.	B146605
Hire a Rug Doctor	Rug Doctor, Inc.	684,860
Steaming Mad at Dirt	Rug Doctor, Inc.	684,859
ACCM (logo only)	Rug Doctor, Inc.	684,985
Rug Doctor	Rug Doctor, Inc.	755,046
ACCM (logo only)	Rug Doctor, Inc.	755,412
Mighty Pro	Rug Doctor, Inc.	755,048
Mighty Pack	Rug Doctor, Inc.	755,047

Norway

Mark	Owner	Trademark Number
Rug Doctor	Rug Doctor, Inc.	114,124

South Africa

Mark	Owner	Trademark Number
Rug Doctor	Rug Doctor, Inc.	79/5679
Steaming Mad at Dirt	Rug Doctor, Inc.	82/0232
Rug Doctor	Rug Doctor, Inc.	79/5680
Carpet Doctor	Rug Doctor, Inc.	82/9858

Mark	Owner	Trademark Number
Rug Doctor Pro	Rug Doctor, Inc.	90/8983
Rug Doctor Rents	Rug Doctor, Inc.	81/6885
Rug Doctor	Rug Doctor, Inc.	2006/21778
Rug Doctor	Rug Doctor, Inc.	2006/21779
Steaming Mad at Dirt	Rug Doctor, Inc.	2006/21780
Mighty Pack	Rug Doctor, Inc.	2006/21781
Mighty Pro	Rug Doctor, Inc.	2006/21782
Wide Track	Rug Doctor, Inc.	2006/21783
ACCM 4th Generation Logo	Rug Doctor, Inc.	2006/22094
ACCM 4th Generation Logo	Rug Doctor, Inc.	2006/22095
ACCM 4th Generation Logo	Rug Doctor, Inc.	2006/22096

Switzerland

Mark	Owner	Trademark Number
ACCM (old Steamy design logo)	Rug Doctor, Inc.	303,983
Rug Doctor (words only)	Rug Doctor, Inc.	303,466
ACCM (old Steamy design logo w/Teppich Doktor wording)	Rug Doctor, Inc.	305,486
Teppich Doctor	Rug Doctor, Inc.	629,178

Pending Trademarks

United States

Mark	Owner	Trademark Application Number
Pet Doctor	Rug Doctor, Inc.	85/140658
Clean Deeper. Feel Better.	Rug Doctor, Inc.	85/907877
MicroFiltration (Trademarked word)	Rug Doctor, Inc.	TM instead of ®
Allergen Trapping Finer-Liner (Trademarked word)	Rug Doctor, Inc.	TM instead of ®
Urine Eliminator (Trademarked word)	Rug Doctor, Inc.	TM instead of ®

Canada

Mark	Owner	Trademark Number
Pet Doctor by Rug Doctor	Rug Doctor, Inc.	1498139
Pet Doctor	Rug Doctor, Inc.	1498142
Rug Doctor Rapid Rent	Rug Doctor, Inc.	1507662
Floor Doctor	Rug Doctor, Inc.	1579893

Germany

Mark	Owner	Trademark Number
Teppich Doctor	Rug Doctor, Inc.	Filed

SCHEDULE C

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Title	Author	Registration Number
Four steps to a clean carpet	Rug Doctor, Inc.	VAu000006136
Owner's manual / Rug Doctor, Inc.	Rug Doctor, Inc.	TX00000512842
Rug Doctor with the vibrating brush; carpet cleaning instructions	Rug Doctor, Inc.	TX0001084240
Rug Doctor with vibrating brush; carpet cleaning instructions	Rug Doctor, Inc.	TX0001087108
Rug Doctor with the vibrating brush; carpet cleaning instructions	Rug Doctor, Inc.	TX0001087107
RugDoctorPro instruction guide with warranty booklet	Rug Doctor, Inc.	TX0006070394
Rug Doctor Pro commercial cleaning systems	Rug Doctor, L.P.	TX0006072657
How to: quick guide to easy carpet & upholstery cleaning	Rug Doctor, L.P.	TX0006064153
Ad slick : no. 11232	Rug Doctor, L.P.	VA0000687211
Carpet cleaning made Easy! Introducing the new EZ-1 – one piece unit from Rug Doctor	Rug Doctor, Inc.	VA0000679113
Gratis instrucciones de manejo completas Rug Doctor maquinas de limpiar al vapor para alfombras y tapices : no. 11067	Rug Doctor, Inc.	VA000687214
How can a machine that works this well be this easy to use? : no. 11211	Rug Doctor, Inc.	VA0000679117
How to	Rug Doctor, Inc.	VA0000645606

Title	Author	Registration Number
How to – Rug Doctor’s guide to cleaning your carpet and upholstery with the EZ-1	Rug Doctor, L.P.	VA0000645227
Introducing the display rack that conquers space : no. 75993	Rug Doctor, Inc.	VA0000679118
Join the resistance : Rug Doctor : no. 11218	Rug Doctor, Inc.	VA0000679116
Now rent the power without the size, Mighty Pack : no. 75946	Rug Doctor, Inc.	VA0000687215
Own your own. Rug Doctor EZ-1 Mighty Pack : no. 75958	Rug Doctor, Inc.	VA0000679114
Owner’s manual : operating instructions for your new mighty pro steam carpet cleaning machine	Rug Doctor, Inc.	VA0000705819
Para usar : instrucciones faciles para limpiar alfombras y tapiceria con el Mighty Pack de Rug Doctor : no. 11216	Rug Doctor, L.P.	VA0000687210
Point of purchase advertising display : no. 11262	Rug Doctor, Inc.	VA0000706013
Rug Doctor is steaming mad at dirt!	Rug Doctor, Inc.	VA0000687212
Rug Doctor EZ-1	Rug Doctor, L.P.	VA0000665457
Rug Doctor EZ-1	Rug Doctor, Inc.	VA0000665456
Rug Doctor: carpet care program	Rug Doctor, Inc.	VA0000665493
Rent the new all-in-one EZ-1! No.11906	Rug Doctor, Inc.	VA0000687216
Profit center brochure: no 11229	Rug Doctor, Inc.	VA0000687213
Introducing the display rack that conquers space: no 75992	Rug Doctor, Inc.	VA0000679115

SCHEDULE D

DOMAIN NAMES

Domain Name	Registrar	Domain Name	Registrar
4rugdoctor.com	Go Daddy	rug-doc.biz	Go Daddy
allnaturalwaxcandles.com	Go Daddy	rug-doc.info	Go Daddy
allnaturalwaxcandles.net	Go Daddy	rug-doc.org	Go Daddy
allnaturalwaxcandles.org	Go Daddy	rug-doc.us	Go Daddy
auntbees.com	Go Daddy	rug-doc.ws	Go Daddy
auntbees.us	Go Daddy	rug-doctor.biz	Go Daddy
beeswaxcollection.com	Go Daddy	rug-doctor.ca	Go Daddy
beeswaxcollection.net	Go Daddy	rug-doctor.cn	Go Daddy
beeswaxcollection.org	Go Daddy	rug-doctor.com	Go Daddy
blueluster.us	Go Daddy	rug-doctor.info	Go Daddy
buynaturesfinestcandles.com	Go Daddy	rug-doctor.org	Go Daddy
buynaturesfinestcandles.net	Go Daddy	rug-doctor.us	Go Daddy
buyrugdoctor.ca	Go Daddy	rug-doctor.ws	Go Daddy
candleinfomercial.com	Go Daddy	rug-doctors.biz	Go Daddy
candleinfomercial.net	Go Daddy	rug-doctors.com	Go Daddy
candleinfomercial.org	Go Daddy	rug-doctors.info	Go Daddy
candlesbysunset.com	Go Daddy	rug-doctors.net	Go Daddy
candlesbysunset.net	Go Daddy	rug-doctors.org	Go Daddy
candlesfromsunset.com	Go Daddy	rug-doctors.us	Go Daddy
candlesfromsunset.net	Go Daddy	rug-doctors.ws	Go Daddy
carpet-doc.biz	Go Daddy	rug-dr.biz	Go Daddy
carpet-doc.com	Go Daddy	rug-dr.info	Go Daddy
carpet-doc.info	Go Daddy	rug-dr.org	Go Daddy
carpet-doc.net	Go Daddy	rug-dr.us	Go Daddy
carpet-doc.org	Go Daddy	rug-dr.ws	Go Daddy
carpet-doc.us	Go Daddy	rugdoc.biz	Go Daddy
carpet-doc.ws	Go Daddy	rugdoc.info	Go Daddy
carpet-doctor.ca	Go Daddy	rugdoc.org	Go Daddy
carpet-doctor.net	Go Daddy	rugdoc.us	Go Daddy
carpet-doctor.us	Go Daddy	rugdoc.ws	Go Daddy
carpet-dr.biz	Go Daddy	rugdoctor.biz	Go Daddy
carpet-dr.com	Go Daddy	rugdoctor.cn	Go Daddy
carpet-dr.info	Go Daddy	rugdoctor.com.cn	Go Daddy
carpet-dr.net	Go Daddy	rugdoctor.com.tw	Go Daddy

Domain Name	Registrar	Domain Name	Registrar
carpet-dr.org	Go Daddy	rugdoctor.info	Go Daddy
carpet-dr.us	Go Daddy	rugdoctor.net.cn	Go Daddy
carpet-dr.ws	Go Daddy	rugdoctor.org.cn	Go Daddy
carpetdoc.biz	Go Daddy	rugdoctor.tw	Go Daddy
carpetdoc.info	Go Daddy	rugdoctor.us	Go Daddy
carpetdoc.us	Go Daddy	rugdoctor.ws	Go Daddy
carpetdoc.ws	Go Daddy	rugdoctordealer.com	Go Daddy
carpetdoctor.us	Go Daddy	rugdoctorpro.biz	Go Daddy
carpetdoctor.ws	Go Daddy	rugdoctorpro.ca	Go Daddy
carpetdr.info	Go Daddy	rugdoctorpro.info	Go Daddy
carpetdr.org	Go Daddy	rugdoctorpro.net	Go Daddy
carpetdr.us	Go Daddy	rugdoctorpro.org	Go Daddy
carpetdr.ws	Go Daddy	rugdoctorpro.us	Go Daddy
carpetsdirty.biz	Go Daddy	rugdoctorpro.ws	Go Daddy
carpetsdirty.com	Go Daddy	rugdoctorrappidrent.com	Go Daddy
carpetsdirty.info	Go Daddy	rugdoctorrappidrent.info	Go Daddy
carpetsdirty.net	Go Daddy	rugdoctorrappidrent.net	Go Daddy
carpetsdirty.org	Go Daddy	rugdoctorrappidrent.org	Go Daddy
carpetsdirty.us	Go Daddy	rugdoctors.biz	Go Daddy
carpetsdirty.ws	Go Daddy	rugdoctors.com	Go Daddy
columbusrugdoctor.com	Go Daddy	rugdoctors.info	Go Daddy
considerrenting.com	Go Daddy	rugdoctors.net	Go Daddy
consumerreportsreports.com	Go Daddy	rugdoctors.org	Go Daddy
drcarpet.biz	Go Daddy	rugdoctors.us	Go Daddy
drcarpet.info	Go Daddy	rugdoctors.ws	Go Daddy
drcarpet.net	Go Daddy	rugdr.biz	Go Daddy
drcarpet.org	Go Daddy	rugdr.ca	Go Daddy
drcarpet.us	Go Daddy	rugdr.cn	Go Daddy
drcarpet.ws	Go Daddy	rugdr.info	Go Daddy
ever-fresh.biz	Go Daddy	rugdr.org	Go Daddy
ever-fresh.info	Go Daddy	rugdr.us	Go Daddy
ever-fresh.net	Go Daddy	rugdr.ws	Go Daddy
ever-fresh.org	Go Daddy	saltlakecityrugdoctor.com	Go Daddy
ever-fresh.ws	Go Daddy	seattlecandletest.com	Go Daddy
everfresh.ws	Go Daddy	spotblok.com	Go Daddy
fairfieldrugdoctor.com	Go Daddy	steamingmadatdirt.biz	Go Daddy
ftworthrugdoctor.com	Go Daddy	steamingmadatdirt.info	Go Daddy
industrialcleaningmanagement.us	Go Daddy	steamingmadatdirt.net	Go Daddy

Domain Name	Registrar	Domain Name	Registrar
janitorsdepot.biz	Go Daddy	steamingmadatdirt.org	Go Daddy
janitorsdepot.info	Go Daddy	steamingmadatdirt.us	Go Daddy
janitorsdepot.net	Go Daddy	steamingmadatdirt.ws	Go Daddy
janitorsdepot.org	Go Daddy	steamyaweis.com	Go Daddy
janitorsdepot.us	Go Daddy	steamilymail.com	Go Daddy
larugdoctor.com	Go Daddy	steamysays.com	Go Daddy
marylandrugdoctor.com	Go Daddy	steamyyvpn.com	Go Daddy
medicodelacarpeta.biz	Go Daddy	sunsetcandlecollection.com	Go Daddy
medicodelacarpeta.com	Go Daddy	sunsetcandlecollection.net	Go Daddy
medicodelacarpeta.info	Go Daddy	sunsetcandlecollections.com	Go Daddy
medicodelacarpeta.net	Go Daddy	sunsetcandlecollections.net	Go Daddy
medicodelacarpeta.org	Go Daddy	teppichdokter.de	Go Daddy
medicodelacarpeta.us	Go Daddy	thecarpetdoctor.ca	Go Daddy
miamirugdoctor.com	Go Daddy	thecarpetdoctorofmississauga.ca	Go Daddy
mynaturesfinest.com	Go Daddy	thecarpetingdoctors.com	Go Daddy
mynaturesfinest.net	Go Daddy	therugdoctor.ca	Go Daddy
mynaturesfinest.org	Go Daddy	trendsbynaturesfinest.com	Go Daddy
myrugdoctor.ca	Go Daddy	trendsbynaturesfinest.net	Go Daddy
myrugdoctor.com	Go Daddy	trendsbynaturesftnest.org	Go Daddy
naturalpalmcandles.com	Go Daddy	trendscandles.com	Go Daddy
naturalpalmwaxcandles.com	Go Daddy	trendscandles.net	Go Daddy
naturalpalmwaxcandles.net	Go Daddy	trendscandles.org	Go Daddy
naturalpalmwaxcandles.org	Go Daddy	urinedetector.com	Go Daddy
naturesfinest.net	Go Daddy	blueluster.com	Network Solutions
naturesfinestcandles.biz	Go Daddy	bluelustre.com	Network Solutions
naturesfinestcandles.ca	Go Daddy	cindyscandles.com	Network Solutions
naturesfinestcandles.info	Go Daddy	ever-fresh.com	Network Solutions
naturesfinestcandles.net	Go Daddy	everfresh.biz	Network Solutions
naturesfinestcandles.org	Go Daddy	icm-services.net	Network Solutions
naturesfinestcandles.us	Go Daddy	industrialcleaningmanagement.com	Network Solutions
naturesfinestcandles.ws	Go Daddy	industrialcleaningmanagement.net	Network Solutions
naturesfinestnaturalwax.com	Go Daddy	janitorsdepot.com	Network Solutions
naturesfinestnaturalwax.net	Go Daddy	naturesfinestcandles.cc	Network Solutions
naturesfinestnaturalwax.org	Go Daddy	naturesfinestcandles.com	Network Solutions
naturesfinestpalm.com	Go Daddy	naturesfinestcandles.tv	Network Solutions
naturesfinestpalm.net	Go Daddy	renttherugdoctor.com	Network Solutions
naturesfinestpalm.org	Go Daddy	renttherugdoctor.tv	Network Solutions
naturesfinestpalmcandles.com	Go Daddy	rinsenvac.com	Network Solutions

Domain Name	Registrar	Domain Name	Registrar
naturesfinestpalmcandles.net	Go Daddy	rug-doc.cc	Network Solutions
naturesfinestpalmcandles.org	Go Daddy	rug-doc.com	Network Solutions
naturesfinestpalmcreations.com	Go Daddy	rug-doc.net	Network Solutions
naturesfinestpalmcreations.net	Go Daddy	rug-doc.tv	Network Solutions
naturesfinestpalmcreations.org	Go Daddy	rug-doctor.cc	Network Solutions
naturesfinestsalespartners.com	Go Daddy	rug-doctor.net	Network Solutions
oklahomarugdoctor.com	Go Daddy	rug-doctor.tv	Network Solutions
palmcandle.ca	Go Daddy	rug-doctors.cc	Network Solutions
palmcandles.ca	Go Daddy	rug-doctors.tv	Network Solutions
palmcandles.net	Go Daddy	rug-dr.cc	Network Solutions
palmcandles.org	Go Daddy	rug-dr.com	Network Solutions
palmcreation.org	Go Daddy	rug-dr.net	Network Solutions
palmcreationcandles.com	Go Daddy	rug-dr.tv	Network Solutions
palmcreations.ca	Go Daddy	rugdoc.cc	Network Solutions
palmcreations.com	Go Daddy	rugdoc.com	Network Solutions
palmcreationsbynaturesfinest.com	Go Daddy	rugdoc.net	Network Solutions
palmcreationsbynaturesfinest.net	Go Daddy	rugdoc.tv	Network Solutions
palmcreationsbynaturesfinest.org	Go Daddy	rugdoctor.cc	Network Solutions
palmcreationscandles.ca	Go Daddy	rugdoctor.com	Network Solutions
palmcreationscandles.com	Go Daddy	rugdoctor.net	Network Solutions
palmcreationscandles.net	Go Daddy	rugdoctor.org	Network Solutions
palmcreationscandles.org	Go Daddy	rugdoctorpro.cc	Network Solutions
palmcreationstvoffer.com	Go Daddy	rugdoctorpro.com	Network Solutions
palmwax.ca	Go Daddy	rugdoctorpro.tv	Network Solutions
palmwaxcandlecreations.com	Go Daddy	rugdoctors.cc	Network Solutions
palmwaxcandlecreations.net	Go Daddy	rugdoctors.tv	Network Solutions
palmwaxcandlecreations.org	Go Daddy	rugdr.cc	Network Solutions
rdedi.com	Go Daddy	rugdr.com	Network Solutions
rdivr.com	Go Daddy	rugdr.net	Network Solutions
rentrugdoctor.com	Go Daddy	rugdr.tv	Network Solutions
rentrugdoctor.net	Go Daddy	steamingmadatdirt.tv	Network Solutions
renttherugdoctor.biz	Go Daddy		
renttherugdoctor.ca	Go Daddy		
renttherugdoctor.info	Go Daddy		
renttherugdoctor.net	Go Daddy		
renttherugdoctor.org	Go Daddy		
renttherugdoctor.us	Go Daddy		
renttherugdoctor.ws	Go Daddy		

Domain Name	Registrar	Domain Name	Registrar
rinsenvac.net	Go Daddy		