

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSC ServiceWorks, Inc.		05/15/2020	Corporation: FLORIDA
Mac-Gray Services LLC		05/15/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4275205	XACTAIR	
Registration Number:	4275202	XACTAIR	
Registration Number:	3981376	COINMACH	
Registration Number:	3785198	AIR VALET	
Registration Number:	3874341	AIR FOR CHARITY INFLATING TIRES FOR CHAR	
Registration Number:	1275952	AIR-SERV	
Registration Number:	1617202	AIR-VEND	
Registration Number:	1422618	DUO-SERV	
Registration Number:	1560677	VAC-SERV	
Registration Number:	4625947	BIZZY BEEZ LAUNDROMAT	
Registration Number:	2290643	LIFE JUST GOT EASIER	
Registration Number:	2557535	MAC GRAY	
Registration Number:	4577112	CSC SERVICEWORKS	
Registration Number:	4573234	CSC SERVICEWORKS	
Registration Number:	4569558	CSC SERVICEWORKS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		

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TRADEMARK

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: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
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SIGNATURE:	/Linda A. Salera/
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DATE SIGNED:	05/15/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 15, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Ares Capital Corporation, as Administrative Agent 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 May 15, 2020 (as amended, restated, supplemented or 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 U.S. 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**”):

(i) all United States 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 thereof, and all registration and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the U.S. federal registrations and registrations applications listed in Schedule A hereto 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; *provided*, that the Trademark Collateral shall not include any Excluded Assets,

(ii) general intangibles of a like nature,

(iii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and

(iv) all other rights accruing thereunder or pertaining thereto throughout the world.

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 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, attachment or enforcement 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 Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Security Agreement or as required pursuant to Section 6.11 of the Security Agreement. Upon the termination of this Agreement, the Administrative Agent shall 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. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

[Signature pages follow]

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


CSC SERVICEWORKS, INC., as a Grantor

By: 
Name: Jay Epstein
Title: Chief Financial Officer

MAC-GRAY SERVICES LLC, as a Grantor

By: 
Name: Jay Epstein
Title: Chief Financial Officer

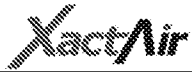

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: Mark Affolter
Title: Designated Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Filing Date	Registration No.	Registration Date
	May 29, 2012	4275205	Jan 15, 2013
XACTAIR	May 29, 2012	4275202	Jan 15, 2013
COINMACH	Nov. 15, 2010	3981376	Jun 21, 2011
AIR VALET	Aug 3, 2007	3785198	May 4, 2010
	Jun 10, 2009	3874341	Nov 9, 2010
AIR-SERV	Jan 10, 1983	1275952	May 1, 1984
AIR-VEND	Dec 4, 1989	1617202	Oct 9, 1990
DUO-SERV	Feb 3, 1986	1422618	Dec 30, 1986
VAC-SERV	Feb 16, 1989	1560677	Oct 17, 1989
BIZZY BEEZ LAUNDROMAT	Aug 1, 2013	4625947	Oct 21, 2014
LIFE JUST GOT EASIER	May 8, 1997	2290643	Nov 2, 1999
MAC GRAY (Stylized)	Oct 21, 1997	2557535	Apr 9, 2002
CSC SERVICWORKS & Design	May 13, 2013	4577112	Jul 29, 2014
CSC SERVICWORKS	Mar 1, 2013	4573234	Jul 22, 2014
CSC SERVICWORKS & Design	May 13, 2013	4569558	Jul 15, 2014