

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		03/04/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	CSC ServiceWorks, Inc. (f/k/a Coinmach Corporation, Successor-by-assignment to Air-Serv Group, LLC)
Street Address:	303 Sunnyside Blvd., Suite 70
City:	Plainview
State/Country:	NEW YORK
Postal Code:	11803
Entity Type:	Corporation: FLORIDA
Name:	Service Directions, Inc.
Street Address:	303 Sunnyside Blvd., Suite 70
City:	Plainview
State/Country:	NEW YORK
Postal Code:	11803
Entity Type:	Corporation: NEW YORK
Name:	Mac-Gray Services LLC (f/k/a Mac-Gray Services, Inc.)
Street Address:	303 Sunnyside Blvd., Suite 70
City:	Plainview
State/Country:	NEW YORK
Postal Code:	11803
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4275205	XACTAIR
Registration Number:	4275203	XACTAIR
Registration Number:	4275202	XACTAIR
Registration Number:	3981376	COINMACH
Registration Number:	3478205	ASI
Registration Number:	3503112	ASI CAMPUS LAUNDRY SOLUTIONS
Registration Number:	3785198	AIR VALET

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3696666	CYBERSERVE
Registration Number:	3874341	AIR FOR CHARITY INFLATING TIRES FOR CHAR
Registration Number:	1275952	AIR-SERV
Registration Number:	1567989	AIR-TOUCH
Registration Number:	1617202	AIR-VEND
Registration Number:	4217871	DON'T IGNORE. FILL ALL FOUR!
Registration Number:	4217525	DON'T WAIT. INFLATE.
Registration Number:	1422618	DUO-SERV
Registration Number:	1560677	VAC-SERV
Registration Number:	2557535	MAC GRAY
Registration Number:	3438319	INTELLIGENT LAUNDRY
Registration Number:	3051377	LAUNDRYVIEW
Registration Number:	2290643	LIFE JUST GOT EASIER
Registration Number:	3764735	CHANGE POINT
Registration Number:	3764741	CHANGE POINT
Registration Number:	3979409	THE CAMPUS CLOTHES LINE
Registration Number:	3942938	THE LAUNDRY ROOM EXPERTS
Registration Number:	3989850	DIGITAL LAUNDRY IS HERE.
Serial Number:	86026387	BIZZY BEEZ LAUNDROMAT
Serial Number:	86057871	
Serial Number:	86057897	BIZZY BEEZ LAUNDROMAT
Registration Number:	4577112	CSC SERVICEWORKS
Registration Number:	4573234	CSC SERVICEWORKS
Registration Number:	4569558	CSC SERVICEWORKS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 03/04/2021

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ares Capital Corporation

- Individual(s)
- Partnership
- Corporation- State: MD
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 4, 2021

- Assignment
- Security Agreement
- Other Release of Second Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
CSC ServiceWorks, Inc. (f/k/a Coinmach Corporation, No
Name: Successor-by-assignment to Air-Serv Group, LLC

Street Address: 303 Sunnyside Blvd., Suite 70

City: Plainview

State: NY

Country: USA Zip: 11803

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-FL
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(8) & 3.41)

\$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

March 4, 2021
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Service Directions, Inc.
303 Sunnyside Blvd., Suite 70
Plainview, NY 11803
Corporation: Citizenship – USA – NY

Mac-Gray Services LLC (f/k/a Mac-Gray Services, Inc.)
303 Sunnyside Blvd., Suite 70
Plainview, NY 11803
Limited Liability Company: Citizenship – USA – DE

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 4, 2021 (the “Effective Date”), is made by Ares Capital Corporation, in its capacity as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “Agent”), in favor of the grantor parties identified on the signature page hereto (each, individually, a “Grantor” and, collectively, the “Grantors”).

WHEREAS, Grantors, amongst others, are parties to a Second Lien Security Agreement, dated as of May 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between the Grantors and the other grantors party thereto and the Agent (as successor-in-interest to Deutsche Bank AG Cayman Islands Branch, the “Original Agent”), as the administrative agent pursuant to which the Grantors granted a security interest to the Agent in and to certain collateral, including the Trademark Collateral (as defined in the Trademark Security Agreements referenced below);

WHEREAS, pursuant to the Security Agreement, (i) Coinmach Corporation, Service Directions, Inc. and Air-Serv Group, LLC executed and delivered that certain Second Lien Trademark Security Agreement in favor of Agent (as successor-in-interest to the Original Agent), dated as of May 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “First Trademark Security Agreement”); (ii) Mac-Gray Services, Inc. executed and delivered that certain Trademark Security Agreement in favor of Agent (as successor-in-interest to the Original Agent), dated as of January 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Trademark Security Agreement”); and (iii) CSC ServiceWorks, Inc. executed and delivered a Supplement No. 1 to in favor of Agent, dated as of June 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Third Trademark Security Agreement” and, together with the First Trademark Security Agreement and the Second Trademark Security Agreement, the “Trademark Security Agreements” and, each, a “Trademark Security Agreement”), in each case, for recordal with the United States Patent and Trademark Office, pursuant to which each such Grantor party thereto pledged and granted to the Agent (as successor-in-interest to the Original Agent), its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the Trademark Collateral (as defined in the applicable Trademark Security Agreement);

WHEREAS, the First Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 20, 2013, at Reel/Frame 5031/0179, the Second Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 14, 2014 at Reel/Frame 5192/0274, the Third Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 23, 2017 at Reel/Frame 6090/0753, and that certain Notice of Succession of Agency, dated as of June 23, 2017 (and reflecting the assignment of the security interest under the First Trademark Security Agreement and Second Trademark Security Agreement), was recorded with the United States Patent and Trademark Office on June 23, 2017 at Reel/Frame 6091/0782 and on June 23, 2017 at Reel 6091/Frame 0729;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees with the Grantors as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement, the First Trademark Security Agreement, the Second Trademark Security Agreement, or the Third Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, fully discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in or to the Trademark Collateral under any of the Trademark Security Agreements or Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.

3. Termination. The Agent, without representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreements.

4. Recordation; Further Assurances. The Agent hereby authorizes each Grantor or its authorized representative to record this Release with the U.S. Patent and Trademark Office and/or otherwise record or file this Release in any applicable governmental office or registry. The Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release 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.

6. Counterparts; E-signatures. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts. Counterparts may be delivered via facsimile, electronic mail (including via www.docusign.com and any other electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

ARES CAPITAL CORPORATION, as Agent

By:  _____


Name: Mark Affolter

Title: Authorized Signatory

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

GRANTORS:

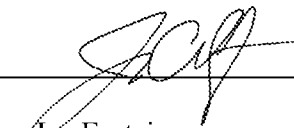
**CSC SERVICEWORKS, INC.
(F/K/A COINMACH CORPORATION,
SUCCESSOR-BY-ASSIGNMENT TO AIR-
SERV GROUP, LLC)**

By:  _____

Name: Jay Epstein

Title: Chief Financial Officer

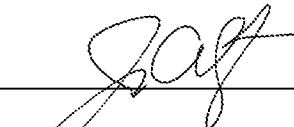
SERVICE DIRECTIONS, INC.

By:  _____

Name: Jay Epstein

Title: Chief Financial Officer

**MAC-GRAY SERVICES LLC
(F/K/A MAC-GRAY SERVICES, INC.)**

By:  _____




Name: Jay Epstein


Title: Chief Financial Officer

Schedule I

Release of Second Lien Trademark Security Agreement recorded May 20, 2013 at Reel/Frame 5031/0179 (for which a Notice of Succession of Agency was recorded June 23, 2017 at Reel/Frame 6091/0729), Trademark Security Agreement recorded January 14, 2014 at Reel/Frame 5192/0274 (for which a Notice of Succession of Agency was recorded June 23, 2017 at Reel/Frame 6091/0782), and Supplement No. 1 To Trademark Security Agreement recorded June 23, 2017 at Reel/Frame 6090/0753

Reel/Frame 5031/0179:

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date</u>	<u>Current Owner</u>
US		May 29, 2012	4275205	Jan. 15, 2013	Coinmach Corporation
US		May 29, 2012	4275203	Jan. 15, 2013	Coinmach Corporation
US	XACTAIR	May 29, 2012	4275202	Jan. 15, 2013	Coinmach Corporation
US	COINMACH	Nov. 15, 2010	3981376	Jun. 21, 2011	Coinmach Corporation
US		May 30, 2006	3478205	Jul. 29, 2008	Coinmach Corporation
US	ASI CAMPUS LAUNDRY SOLUTIONS	May 22, 2006	3503112	Sep. 16, 2008	Coinmach Corporation
US	AIR VALET	Aug. 3, 2007	3785198	May 4, 2010	Coinmach Corporation
US	CYBERSERVE	Jun 3, 2008	3696666	October 13, 2009	Service Directions, Inc.
US	AIR FOR CHARITY INFLATING TIRES FOR CHARITIES and Design	June 10, 2009	3874341	November 9, 2010	AIR-serv Group, LLC

<u>Country</u>	<u>Mark</u>	<u>Application Date</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date</u>	<u>Current Owner</u>
					
US	AIR-SERV	January 10, 1983	1275952	May 1, 1984	AIR-serv Group, LLC
US	AIR-TOUCH	March 28, 1989	1567989	November 28, 1989	AIR-serv Group, LLC
US	AIR-VEND	October 9, 1990	1617202	October 9, 1990	AIR-serv Group, LLC
US	DON'T IGNORE. FILL ALL FOUR!	March 2, 2012	4217871	October 2, 2012	AIR-serv Group, LLC
US	DON'T WAIT. INFLATE.	February 24, 2012	4217525	October 2, 2012	AIR-serv Group, LLC
US	DUO-SERV	February 3, 1986	1422618	December 30, 1986	AIR-serv Group, LLC
US	VAC-SERV	February 16, 1989	1560677	October 17, 1989	AIR-serv Group, LLC

Reel/Frame 5192/0274:

<u>Trademark</u>	<u>Serial #</u>	<u>Date Filed</u>	<u>Registration #</u>	<u>Date Issued</u>
Mac-Gray	75376602	10/21/1997	2557535	4/9/2002
Intelligent Laundry	78934802	07/21/2006	3438319	5/27/2008
Laundry View	76556801	10/20/2003	3051377	1/24/2006
Life Just Got Easier	75978757	05/08/1997	2290643	11/2/1999
Change Point (name)	77618826	11/20/2008	3764735	3/23/10
Change Point (logo)	77619392	11/21/2008	3764741	3/23/10

<u>Trademark</u>	<u>Serial #</u>	<u>Date Filed</u>	<u>Registration #</u>	<u>Date Issued</u>
The Campus Clothes Line	85038909	05/14/2010	3979409	6/14/2011
The Laundry Room Experts	77959761	03/16/2010	3942938	4/12/2011
Digital laundry is here.	85190265	12/03/2010	3989850	7/5/11
Bizzy Beez Laundromat	86026387	8/01/2013 Pending ITU		
Bizzy Beez logo	86057871	9/06/2013 Pending ITU		
Bizzy Beez Laundromat logo and name	86057897	9/06/2013 Pending ITU		
WEB INTELLIGENT LAUNDRY SYSTEMS			586915 Louisiana State Reg.	9/27/2005
WEB INTELLIGENT LAUNDRY SYSTEMS			2005-000491898 Wyoming State Reg.	9/25/2005
WEB LAUNDRY COMPANY			2005-000486300 Wyoming State Reg.	9/20/2005

Reel/Frame 6090/0753:

<u>Owner</u>	<u>Trademark</u>	<u>Appl. No.</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>
Coinmach Corporation	CSC SERVICEWORKS & Design	85930731 05/13/2013	4577112 07/29/2014
Coinmach Corporation	CSC SERVICEWORKS	85864044 03/01/2013	4573234 07/22/2014
Coinmach Corporation	CSC SERVICEWORKS & Design	85930705 05/13/2013	4569558 07/15/2014

DB3/ 203720799.3