

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CSC ServiceWorks, Inc.	FORMERLY Coinmach Corporation	03/04/2021	Corporation: FLORIDA
Mac-Gray Services LLC		03/04/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4275205	XACTAIR
Registration Number:	4275202	XACTAIR
Registration Number:	3981376	COINMACH
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:	4625947	BIZZY BEEZ LAUNDROMAT
Registration Number:	2557535	MAC GRAY
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

TRADEMARK

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: 03/05/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 4, 2021 (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 Barclays Bank PLC, 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 March 4, 2021 (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 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**”):

- (i) all United States trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, and other source or business identifiers, all registrations thereof, and all registrations 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) the right to sue or otherwise recover for past, present and future infringement, misappropriation, 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 now or hereafter due and/or payable with respect thereto, and

(iii) 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; ELECTRONIC SIGNATURES


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.

The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

[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.

**CSC SERVICEWORKS, INC.
(F/K/A COINMACH CORPORATION)**

By: 

Name: Jay Epstein
Title: Chief Financial Officer

MAC-GRAY SERVICES LLC

By: 

Name: Jay Epstein
Title: Chief Financial Officer

BARCLAYS BANK PLC,
as Administrative Agent

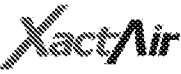



By: _____

Name: Sean Duggan
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>COUNTRY</u>	<u>MARK</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>OWNER</u>
US		May 29, 2012	4275205	Jan 15, 2013	CSC Serviceworks, Inc.
US	XACTAIR	May 29, 2012	4275202	Jan 15, 2013	CSC Serviceworks, Inc.
US	COINMACH	Nov. 15, 2010	3981376	Jun 21, 2011	CSC Serviceworks, Inc.
US		Jun 10, 2009	3874341	Nov 9, 2010	CSC Serviceworks, Inc.
US	AIR-SERV	Jan 10, 1983	1275952	May 1, 1984	CSC Serviceworks, Inc.
US	AIR-VEND	Dec 4, 1989	1617202	Oct 9, 1990	CSC Serviceworks, Inc.
US	DUO-SERV	Feb 3, 1986	1422618	Dec 30, 1986	CSC Serviceworks, Inc.
Wyoming	AIR-SERV GROUP, LLC	N/A	2013-000653702	Nov 8, 2013	Coinmach Corporation
US	BIZZY BEEZ LAUNDROMAT	Aug 1, 2013	4625947	Oct 21, 2014	Mac-Gray Services LLC
US	MAC GRAY (Stylized)	Oct 21, 1997	2557535	Apr 9, 2002	Mac-Gray Services LLC
US	CSC SERVICWORKS & Design	May 13, 2013	4577112	Jul 29, 2014	CSC Serviceworks, Inc.
US	CSC SERVICWORKS	Mar 1, 2013	4573234	Jul 22, 2014	CSC Serviceworks, Inc.
US	CSC SERVICWORKS & Design	May 13, 2013	4569558	Jul 15, 2014	CSC Serviceworks, Inc.