

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM188883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTRAL VALLEY SWEEPING, LLC		03/12/2024	Limited Liability Company: DELAWARE
CLEANSTREET, LLC		03/12/2024	Limited Liability Company: CALIFORNIA
SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC		03/12/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	KKR LOAN ADMINISTRATION SERVICES LLC, as Collateral Agent		
Street Address:	30 HUDSON YARDS, SUITE 7500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5832182	CENTRAL VALLEY SWEEPING CVS	
Registration Number:	4403188	CLEANSTREET	
Registration Number:	6868719	SCA SWEEPING CORP OF AMERICA	
Registration Number:	6868720	SCA SWEEPING CORP OF AMERICA	
Registration Number:	6183695	SWEEPING THE NATION	
Registration Number:	6155561	VERIFIED SWEEPING SERVICE	
Registration Number:	6011636	SWEEPING AMERICA ONE MILE AT A TIME	
Registration Number:	6182592	SCA SWEEPING CORPORATION OF AMERICA	
Registration Number:	2321244	SWEEPING CORPORATION OF AMERICA	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>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.</i>			
Phone:	6175269653		
Email:	ypan@proskauer.com,BJohnson@proskauer.com		

CH \$240.00.00 88198938

Correspondent Name: Bethany Johnson
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 32868.117

NAME OF SUBMITTER: Yuming Pan

SIGNATURE: Yuming Pan

DATE SIGNED: 03/12/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2024 (this “Agreement”), among CENTRAL VALLEY SWEEPING, LLC, a Delaware limited liability company, CLEANSTREET, LLC, a California limited liability company and SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (each, a “Grantor”) and KKR LOAN ADMINISTRATION SERVICES LLC (“KLAS”), as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of March 12, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SWEEP HOLDCO LLC, a Delaware limited liability company (“Holdings”), SWEEP MIDCO LLC, a Delaware limited liability company (the “Borrower”), the other GRANTORS from time to time party thereto and KLAS, as the Administrative Agent, and (b) the Collateral Agreement dated of March 12, 2024 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent to use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and be released and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in

recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLEANSTREET, LLC
SWEEP AMERICA INTERMEDIATE HOLDINGS,
LLC
CENTRAL VALLEY SWEEPING, LLC,
each as a Grantor

By: 
Name: Erin Quinn
Title: Secretary

**KKR LOAN ADMINISTRATION SERVICES
LLC, as Collateral Agent**




By John Knox

Name: John Knox

Title: Authorized Signatory

**Schedule I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Grantor
CVS CENTRAL VALLEY SWEEPING	88198938	19-NOV-2018	5832182	13-AUG-2019	CENTRAL VALLEY SWEEPING, LLC
CLEANSTREET	85844728	08-FEB-2013	4403188	17-SEP-2013	CLEANSTREET, LLC
SCA SWEEPING CORP OF AMERICA 	90432475	30-DEC-2020	6868719	11-OCT-2022	SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC
SCA SWEEPING CORP OF AMERICA 	90432734	30-DEC-2020	6868720	11-OCT-2022	SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC
SWEEPING THE NATION	88785667	05-FEB-2020	6183695	27-OCT-2020	SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC
VERIFIED SWEEPING SERVICE	88785784	05-FEB-2020	6155561	15-SEP-2020	SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC
SWEEPING AMERICA ONE MILE AT A TIME	88391184	18-APR-2019	6011636	17-MAR-2020	SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC
SCA SWEEPING CORPORATION OF AMERICA 	88314961	25-FEB-2019	6182592	27-OCT-2020	SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC
SWEEPING CORPORATION OF AMERICA	75625791	20-JAN-1999	2321244	22-FEB-2000	SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC