

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM356130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valet Waste, LLC		09/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Street Management LLC		
Street Address:	777 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4283601	VALET WASTE AND RECYCLING	
Registration Number:	4207743	VALETWASTE DOORSTEP COLLECTION EXPERTS	
Registration Number:	2402809	VALET WASTE, INC.	
Registration Number:	4207742		
Registration Number:	3507900	VALET WASTE	
Registration Number:	2304286		
Serial Number:	86696279	IVALET	
Serial Number:	86696254	IVALET	
Serial Number:	86703525	MP MAINTENANCE PLUS	
Serial Number:	86711740	M+	
Serial Number:	86703542	VALET WASTE PET WASTE STATIONS	
Serial Number:	86703536	VALET WASTE CAMPUS	
Serial Number:	86703531	WASTE LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@dechert.com, erin.reimer@dechert.com		
Correspondent Name:	Glenn A. Gundersen		
TRADEMARK			

CH \$340.00 4283601

Address Line 1:	2929 Arch Street
Address Line 2:	Cira Centre
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	143205
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NAME OF SUBMITTER:	Erin Reimer
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SIGNATURE:	/Erin Reimer/
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DATE SIGNED:	09/24/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 24, 2015 (this “Agreement”), between VALET WASTE, LLC, a Delaware limited liability company (the “Grantor”) and FIFTH STREET MANAGEMENT LLC, as agent (in such capacity, the “Agent”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of September 24, 2015 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), entered into by, among others, Valet Parent, Inc., a Delaware corporation (“Holdings”), Valet Merger Sub, Inc., a Delaware corporation (which, on the Closing Date, shall be merged with and into Valet Waste Holdings, Inc., a Delaware corporation (the “Borrower”), the subsidiaries from time to time party thereto and the Agent and (b) the Credit Agreement dated as of September 24, 2014 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”) among Holdings, the Borrower, the lenders from time to time party thereto (the “Lenders”), Fifth Street Management LLC, as administrative agent and Sankaty Advisors, LLC, as syndication agent.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

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 Security Agreement. The rules of construction specified in Section 1.01 of the Security 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 Obligations (as such term is defined in the Credit Agreement), the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed

Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. ***Security Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Choice of Law.*** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

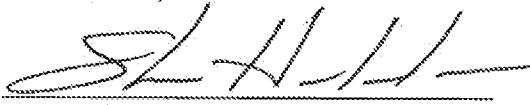
FIFTH STREET MANAGEMENT LLC, as
Agent

By: Ivelin M. Dimitrov
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

[Signature Page to Trademark Security Agreement]

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

VALET WASTE, LLC

By: 

Name: Shawn Handrahan

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Schedule I

Owner	Registration No. or Serial No.	Trademark
Valet Waste, LLC	4283601	VALET WASTE AND RECYCLING
Valet Waste, LLC	4207743	VALETWASTE DOORSTEP COLLECTION EXPERTS
Valet Waste, LLC	2402809	VALET WASTE, INC.
Valet Waste, LLC	4207742	VALET WASTE (DESIGN)
Valet Waste, LLC	3507900	VALET WASTE
Valet Waste, LLC	2304286	MAN CARRYING TRASH CAN (DESIGN)
Valet Waste, LLC	86696279	IVALET (DESIGN)
Valet Waste, LLC	86696254	IVALET
Valet Waste, LLC	86703525	MP MAINTENANCE PLUS
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Valet Waste, LLC	86703531	WASTE LOGISTICS