

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rinehart's Sanitation Services, Inc.		08/11/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3817671	POTTY QUEEN	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0150		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/11/2016		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated August 11, 2016, is made by each Person listed on the signature pages hereof (collectively, the “Grantors”) in favor of Antares Capital LP (“Antares Capital”), as Collateral Agent (as defined below) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of August 11, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among USS Parent Holding Corp., a Delaware corporation (the “Borrower”), USS Ultimate Holdings, Inc., a Delaware corporation (“Holdings”), Antares Holdings LP, as a lender (including Swing Loan Lender), each other Lender party thereto from time to time and Antares Capital, as Administrative Agent for the Lenders and Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”), (ii) each Secured Hedging Agreement and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to Issue Letters of Credit for the respective accounts of the Borrower or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Secured Hedging Counterparties have agreed to enter into and/or maintain one or more Secured Hedging Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedging Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Issuers to Issue Letters of Credit, the obligation of the Secured Hedging Counterparties to enter into and/or maintain such Secured Hedging Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated August 11, 2016, made by the Grantors and the other grantors party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. 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 for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under all of the following assets and properties, whether 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"): (a) all trademarks, service marks, trade names, 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, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, 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 political subdivision thereof, and all extensions or renewals thereof including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (C) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world, (f) all rights to sue for past, present and future infringements or dilutions thereof, and (g) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; provided that, Trademark Collateral shall not include and in no event shall any security interest be granted in or 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 and acceptance by the United States Patent and Trademark Office 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, to the extent that, and during the period, if any, in which, the grant 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 (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

UNITED SITE SERVICES, INC.,
RINEHART'S SANITATION SERVICES,
INC.,
JOHNNY ON THE SPOT, LLC,
UNITED SITE SERVICES OF ARIZONA,
INC.,
UNITED SITE SERVICES OF NEVADA,
INC.,
CENTRAL JERSEY SEPTIC, LLC,
each as a Grantor

By: 

Name: Ronald Carapezzi

Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005852 FRAME: 0284

ANTARES CAPITAL LP,
as Collateral Agent and Grantee

Scott Renzulli


By: _____

Name: Scott Renzulli

Title: Its Duly Authorized Signatory

SCHEDULE A

UNITED STATES TRADEMARKS

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
Federal	UNITED SITE SERVICES	3,136,219	Aug. 29, 2006	United Site Services, Inc.
Federal	UNITED SITE SERVICES	2,489,123	Sept. 11, 2001	United Site Services, Inc.
Federal	UNITED SITE SERVICES	3,400,605	Mar. 25, 2008	United Site Services, Inc.
Federal		3,380,135	Feb. 12, 2008	United Site Services, Inc.
Federal	HANDY HOUSE	2,141,748	Mar. 10, 1998	United Site Services, Inc.
Federal	1-800-TOILETS	2,963,696	June 28, 2005	United Site Services, Inc.
Federal	UNITED EVENT SERVICES	4,155,160	June 5, 2012	United Site Services, Inc.
Federal	UNITED AGRICULTURAL SERVICES	4,155,161	June 5, 2012	United Site Services, Inc.
Federal	UNITED INDUSTRIAL SERVICES	4,151,233	May 29, 2012	United Site Services, Inc.
Federal	BLACK TIE EVENT SERVICES	4,216,713	October 2, 2012	United Site Services, Inc.
Federal	POTTY QUEEN	3,817,671	July 13, 2010	Rinehart's Sanitation Services, Inc.
Federal	Design of portable toilet unit	3,515,114	October 14, 2008	Johnny on the Spot, LLC
Arizona	SUN SERVICES-PORTABLE TOILETS	189519	Mar. 13, 1998	United Site Services of Arizona, Inc.
Louisiana	GO-CANS	59-5340	Mar. 9, 2007	United Site Services, Inc.
Louisiana	PORTABLE SERVICES	59-5339	Mar. 9, 2007	United Site Services, Inc.
Wyoming	NICKEL RIDGE PORTABLES	WY-2008-00563387	Dec. 8, 2008	UNITED SITE SERVICES OF NEVADA, INC.
New Jersey	ELITE COACHES	19386	May 16, 2000	Johnny On the Spot, LLC
New Jersey	CENTRAL JERSEY SEPTIC THE PRETTIEST POTTIES ON THE PLANET	21269	February 14, 2003	Central Jersey Septic, LLC
New Jersey	JOHNNY ON THE SPOT PORTABLE TOILET UNITS	21270	February 14, 2003	Johnny On the Spot, LLC

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
New Jersey	CELEBRITY BY JOHNNY ON THE SPOT	21343	May 2, 2003	Johnny On the Spot, LLC
New Jersey	CELEBRITY BY JOHNNY ON THE SPOT	21345	May 5, 2003	Johnny On the Spot, LLC
New Jersey	RENT-A-JOHN	22523	June 23, 2006	Johnny On the Spot, LLC
Pennsylvania	JOHNNY ON THE SPOT	3343424	February 5, 2015	Johnny on the Spot, LLC
Pennsylvania	JOHNNY ON THE SPOT	3343425	February 5, 2015	Johnny on the Spot, LLC
New York	JOHNNY ON THE SPOT	S23217	February 5, 2015	Johnny on the Spot, LLC
Connecticut	JOHNNY ON THE SPOT & Design	39464144	February 5, 2015	Johnny on the Spot, LLC
New Jersey	VAN SANT	24292	February 5, 2015	Johnny on the Spot, LLC