

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coinmach Corporation		06/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4577112	CSC SERVICEWORKS	
Registration Number:	4573234	CSC SERVICEWORKS	
Registration Number:	4569558	CSC SERVICEWORKS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
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:	06/23/2017		
Total Attachments: 7			
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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):

Coinmach Corporation

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 23, 2017

- Assignment Merger
 Security Agreement Change of Name
 Other Suppl. No. 1 to Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Morgan Stanley Senior Funding, Inc., as Administrative Agent

Street Address: 1300 Thames Street, 4th Floor,
Thames Street Wharf

City: Baltimore

State: MD

Country: USA Zip: 21231

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

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 A

B. Trademark Registration No.(s)

See Schedule A

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, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

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:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

June 23, 2017

Date

Elaine Carrera

Name of Person Signing

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

7

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

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This **SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**, dated as of June 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Supplement**”), is made by the entity identified as grantor on the signature pages hereto(the “**Grantor**”) in favor of Morgan Stanley Senior Funding, Inc. (as successor to Deutsche Bank AG Cayman Islands Branch, the “**Original Administrative Agent**”, pursuant to that certain Agency Resignation, Appointment, Assignment and Assumption Agreement, dated as of June 23, 2017), as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor, amongst others, is party to a First 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 Grantor and the other grantors party thereto and the Administrative Agent (as successor to the Original Administrative Agent), as the administrative agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Supplement.

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 14, 2013, by and among the Administrative Agent (as successor to the Original Administrative Agent) and the grantor party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), the Grantor granted to the Original Administrative Agent, in its capacity as administrative agent, a security interest in and to certain collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 17, 2013, at Reel/Frame 5030/0253;

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

SECTION 1. DEFINED TERMS. Unless otherwise defined herein, terms defined in the Security Agreement or Trademark Security Agreement and used herein have the meaning given to them in the Security Agreement or Trademark Security Agreement, as applicable.

SECTION 2.1 GRANT OF SECURITY INTEREST. As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the 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, as a supplement to the security interests granted under the Trademark Security Agreement, 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**”):

- (i) 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 the Grantor and all goodwill connected with the use thereof and symbolized thereby; provided, that the Trademark Collateral shall not include any Excluded Assets,
- (ii) general intangibles of a like nature,
- (iii) the right to sue or otherwise recover for past, present and future infringement, 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, and
- (iv) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2. 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 Supplement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms 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 Supplement 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 Supplement.

SECTION 5. TERMINATION. This Supplement 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 Supplement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

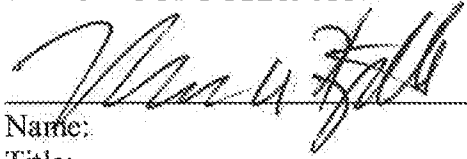
SECTION 6. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS. This Supplement 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 Supplement shall be effective as delivery of an original executed counterpart of this Supplement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COINMACH CORPORATION

By: 
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement Supplement No.]

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: 
Name: Ryan Murphy
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement Supplement No. 1]

TRADEMARK
REEL: 006090 FRAME: 0381

SCHEDULE A
to
SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Coinmach Corporation	CSC SERVICEWORKS & De- sign	85930731 05/13/2013	4577112 07/29/2014
2.	Coinmach Corporation	CSC SERVICEWORKS	85864066 03/01/2013	4573234 07/22/2014
3.	Coinmach Corporation	CSC SERVICEWORKS & De- sign	85930705 05/13/2013	4569558 07/15/2014