

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432418

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement No. 1 to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CSC ServiceWorks, Inc.	FORMERLY Coinmach Corporation	06/23/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Administrative Agent (as successor to Deutsche Bank AG Cayman Islands Branch, as Administrative Agent)		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4577112	CSC SERVICEWORKS	
<b>Registration Number:</b>	4573234	CSC SERVICEWORKS	
<b>Registration Number:</b>	4569558	CSC SERVICEWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	06/23/2017		
<b>Total Attachments: 6</b>			
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1                                   **SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

2                                   This **SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**,  
3 dated as of June 23, 2017 (as amended, restated, supplemented or otherwise modified from time  
4 to time, this “**Supplement**”), is made by the entity identified as grantor on the signature pages  
5 hereto (the “**Grantor**”) in favor of Ares Capital Corporation (as successor to Deutsche Bank AG  
6 Cayman Islands Branch, the “**Original Administrative Agent**”, pursuant to that certain Agency  
7 Resignation, Appointment, Assignment and Assumption Agreement, dated as of June 23, 2017),  
8 as Administrative Agent for the Secured Parties (in such capacity and together with its succes-  
9 sors and permitted assigns, the “**Administrative Agent**”).

10                                   **WHEREAS**, Grantor, amongst others, is party to a Second Lien Security Agree-  
11 ment, dated as of May 14, 2013 (as amended, restated, supplemented or otherwise modified from  
12 time to time, the “**Security Agreement**”) between the Grantor and the other grantors party there-  
13 to and the Administrative Agent (as successor to the Original Administrative Agent), as the ad-  
14 ministrative agent pursuant to which the Grantor granted a security interest to the Administrative  
15 Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this  
16 Supplement.

17                                   **WHEREAS**, pursuant to that certain Trademark Security Agreement, dated as of  
18 May 14, 2013, by and among the Administrative Agent (as successor to the Original Administra-  
19 tive Agent) and the grantor party thereto (as amended, restated, supplemented or otherwise modi-  
20 fied from time to time, the “**Trademark Security Agreement**”), the Grantor granted to the Orig-  
21 inal Administrative Agent, in its capacity as administrative agent, a security interest in and to  
22 certain collateral;

23                                   **WHEREAS**, the Trademark Security Agreement was recorded with the United  
24 States Patent and Trademark Office on May 20, 2013, at Reel/Frame 5031/0179;

25                                   **NOW, THEREFORE**, for good and valuable consideration, the receipt and suf-  
26 ficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative  
27 Agent as follows:

28 **SECTION 1. DEFINED TERMS.** Unless otherwise defined herein, terms defined in the Secu-  
29 rity Agreement or Trademark Security Agreement and used herein have the meaning given to  
30 them in the Security Agreement or Trademark Security Agreement, as applicable.

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32 **SECTION 2.1. GRANT OF SECURITY INTEREST.** As security for the payment or perfor-  
33 mance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor  
34 hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit  
35 of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permit-  
36 ted assigns, for the benefit of the Secured Parties, as a supplement to the security interests grant-  
37 ed under the Trademark Security Agreement, a security interest in all right, title or interest in or  
38 to any and all of the following assets and properties now owned or at any time hereafter acquired  
39 by the Grantor or in which the Grantor now has or at any time in the future may acquire any  
40 right, title or interest (collectively, the “**Trademark Collateral**”):  
41

42 (i) the U.S. federal registrations and registrations applications listed in  
43 Schedule A hereto, and all extensions or renewals thereof, as well as any unregistered  
44 trademarks and service marks used by the Grantor and all goodwill connected with the  
45 use thereof and symbolized thereby; provided, that the Trademark Collateral shall not in-  
46 clude any Excluded Assets,

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48 (ii) general intangibles of a like nature,

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50 (iii) the right to sue or otherwise recover for past, present and future infringe-  
51 ment, dilution or other violation of any of the foregoing or for any injury to goodwill, and  
52 all Proceeds of the foregoing, including license fees, royalties, income, payments, claims,  
53 damages and proceeds of suit, and

54  
55 (iv) all other rights accruing thereunder or pertaining thereto throughout the  
56 world.

57  
58 **SECTION 2.2. CERTAIN LIMITED EXCLUSIONS.** Notwithstanding anything herein to the  
59 contrary, in no event shall the Trademark Collateral include or the security interest granted under  
60 Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed  
61 pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement  
62 of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant  
63 to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and sole-  
64 ly during the period, if any, in which, the grant, attachment or enforcement of a security interest  
65 therein would impair the validity or enforceability of any registration that issues from such in-  
66 tent-to-use application under applicable federal law.

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68 **SECTION 3. SECURITY AGREEMENT.** The security interest granted pursuant to this Sup-  
69 plement is granted in conjunction with the security interest granted to the Administrative Agent  
70 for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges  
71 and affirms that the rights and remedies of the Administrative Agent with respect to the security  
72 interest in the Trademark Collateral made and granted hereby are more fully set forth in the Se-  
73 curity Agreement, the terms and provisions of which are incorporated by reference herein as if  
74 fully set forth herein. In the event that any provision of this Supplement is deemed to conflict  
75 with the Security Agreement, the provisions of the Security Agreement shall control.

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77 **SECTION 4. RECORDATION.** Each Grantor hereby authorizes and requests that the USPTO  
78 record this Supplement.

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80 **SECTION 5. TERMINATION.** This Supplement shall terminate and the lien on and security  
81 interest in the Trademark Collateral shall be released upon the termination of the Security  
82 Agreement or as required pursuant to Section 6.11 of the Security Agreement. Upon the termi-  
83 nation of this Supplement, the Administrative Agent shall execute all documents, make all fil-  
84 ings, take all other actions reasonably requested by the Grantor to evidence and record the re-  
85 lease of the lien on and security interests in the Trademark Collateral granted herein.

86

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

91  
92 **SECTION 7. COUNTERPARTS.** This Supplement may be executed in one or more counter-  
93 parts and by different parties hereto in separate counterparts, each of which when so executed  
94 and delivered shall be deemed an original, but all such counterparts together shall constitute but  
95 one and the same instrument. Delivery by facsimile or other electronic communication of an ex-  
96 ecuted counterpart of a signature page to this Supplement shall be effective as delivery of an  
97 original executed counterpart of this Supplement.

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[Remainder of page intentionally left blank]

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**IN WITNESS WHEREOF**, the 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: Mark Hjelle  
Title: Chief Executive Officer

ARES CAPITAL CORPORATION,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:



Mitchell Goldstein

Authorized Signatory

[Signature Page to Trademark Security Agreement Supplement]

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**SCHEDULE A**  
**to**  
**SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

119 **UNITED STATES FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS**

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
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

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