

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Material Handling Services, LLC		08/24/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Noteholder Representative		
Street Address:	214 North Tryon Street, 27th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3960512	CLEANWAY	
Registration Number:	1578128	CLEANWAY INDUSTRIES	
Registration Number:	1651319	METRO DOOR	
Registration Number:	1645791	METRO DOOR	
Registration Number:	3734099	METRO SERVICE SOLUTIONS	
Registration Number:	3734100	METRO SERVICE SOLUTIONS A DIVISION OF ME	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1161193-0001-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	08/24/2017		

CH \$165.00 3960512

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of August 24, 2017, is made by Grantor (as identified below), in favor of U.S. Bank National Association, as the Noteholder Representative for the Secured Parties (in such capacity, together with its successors and assigns, the “**Noteholder Representative**”).

WHEREAS, Material Handling Services, LLC, a Delaware limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

WHEREAS, Grantor is party to a Second Lien Security Agreement dated as of March 10, 2017 (the “**Security Agreement**”), by and among Grantor, the other grantors party thereto and the Noteholder Representative, pursuant to which Grantor granted a security interest to the Noteholder Representative in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Noteholder Representative pursuant to the Security Agreement, Grantor hereby grants to the Noteholder Representative a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all Trademarks (as defined in the Security Agreement) owned by Grantor, and all goodwill of Grantor’s business symbolized by such Trademarks (including, without limitation, the trademarks set forth on Schedule A annexed hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under Section 1(a) of the Security Agreement 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 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.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Noteholder Representative with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantor.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW

(OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement 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 of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

MATERIAL HANDLING SERVICES, LLC, a
Delaware limited liability company

By: _____

Name: Kirk Yosick

Title: *GENERAL COUNSEL*

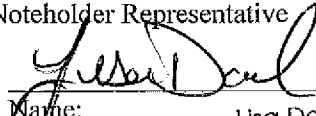
SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

Americas 93010980

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as the Noteholder Representative

By:






Name: Lisa Dowd
Title: Assistant Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK
REEL: 006137 FRAME: 0634

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Registered Owner	Trademark Description	Registration / Appl. Number	Registration / Appl. Date
Material Handling Services, LLC		3,960,512	5/17/11
Material Handling Services, LLC		1,578,128	1/16/10
Material Handling Services, LLC		1,651,319	1/23/11
Material Handling Services, LLC	METRO DOOR	1,645,791	5/28/11
Material Handling Services, LLC	METRO SERVICE SOLUTIONS	3,734,099	1/5/10
Material Handling Services, LLC		3,734,100	1/5/10