

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466477

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AmeriPride Services Inc.		03/19/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	MC: NY1-C413, 4 Chase Metrotech Center		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245-0001		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4693190	AMERIPRIDE	
<b>Registration Number:</b>	3892279	C3	
<b>Registration Number:</b>	3892278	C3 COMPLETE CUSTOMER CARE	
<b>Registration Number:</b>	2342529	PEOPLE YOU CAN COUNT ON	
<b>Registration Number:</b>	2124374	AMERIPRIDE	
<b>Registration Number:</b>	2122365	AMERIPRIDE	
<b>Registration Number:</b>	2120544		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6142803562		
<b>Email:</b>	ted.mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	Ted Mulligan		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Ted Mulligan		
<b>SIGNATURE:</b>	/tedmulligan/		
<b>DATE SIGNED:</b>	03/21/2018		

OP \$190.00 4693190

**Total Attachments: 6**

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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):**

AmeriPride Services Inc.

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 19, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: MC: NY1-C413, 4 Chase Metrotech Center

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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 I

B. Trademark Registration No.(s)

See Schedule I

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:**

7

**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

March 20, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

## Trademark Security Agreement

This **Trademark Security Agreement**, dated as of March 19, 2018, is made by AMERIPRIDE SERVICES INC. (the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") pursuant to that certain Credit Agreement, dated as of March 28, 2017 (as amended by Incremental Amendment No. 1 thereto, dated September 20, 2017, Incremental Amendment No. 2 thereto, dated December 11, 2017 and Incremental Amendment No. 3 thereto, dated February 28, 2018, and as the same may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ARAMARK SERVICES, INC., a Delaware corporation (the "U.S. Borrower"), ARAMARK CANADA LTD., a company organized under the laws of Canada (the "Canadian Borrower"), ARAMARK INVESTMENTS LIMITED, a limited company incorporated under the laws of England and Wales (the "U.K. Borrower"), ARAMARK IRELAND HOLDINGS LIMITED, a company incorporated under the laws of Ireland, ARAMARK REGIONAL TREASURY EUROPE, DESIGNATED ACTIVITY COMPANY, a company incorporated under the laws of Ireland (together with Aramark Ireland Holdings Limited, the "Irish Borrowers" and each an "Irish Borrower"), ARAMARK HOLDINGS GMBH & CO. KG, a limited partnership (*Kommanditgesellschaft*) established under the laws of Germany (the "German Borrower") and ARAMARK INTERNATIONAL FINANCE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg ("Luxembourg") having its registered office at 57, rue des trois cantons, L-3961 Ehlange/Mess., Luxembourg and registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*) (the "Luxembourg Register") under number B 213.360 (the "Lux Borrower" and, together with the U.S. Borrower, the Canadian Borrower, the U.K. Borrower, the Irish Borrowers, the German Borrower and any Additional Foreign Borrower, the "Borrowers"), ARAMARK INTERMEDIATE HOLDCO CORPORATION, a Delaware corporation ("Holdings"), each Subsidiary of the U.S. Borrower that, from time to time, becomes a party hereto, the Lenders (as defined in Article I), the Issuing Banks named herein, and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders and collateral agent for the Secured Parties hereunder (in such capacities, together with its successors and assigns in such capacities, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and certain subsidiaries thereof executed and delivered a U.S. Pledge and Security Agreement dated as of March 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent, and the Pledgor has executed and delivered Supplement No. 2 to the Security Agreement on the date hereof, pursuant to which the Pledgor has pledged and granted to the Agent for the benefit of the Agent and the

Lenders a continuing security interest in all of their Copyrights, Patents and Trademarks and are required to execute and deliver this Trademark Security Agreement; and

WHEREAS, the Pledgor has duly authorized the execution, delivery and performance of this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of the Pledgor, including those listed on Schedule I attached hereto, provided that the Trademarks including, without limitation, those items listed on Schedule I hereto, provided that no security interest shall be granted in any intent-to-use trademark application to the extent that and solely during the period in which the grant of such security interest would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark application under federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. 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 govern.

SECTION 4. Termination. Upon the termination of the Security Agreement or release of the Pledgor or sale or assignment of any Trademarks in accordance with the terms of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement and shall duly execute, acknowledge, procure and deliver any further documents and shall do any further acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

AMERIPRIDE SERVICES INC.

By:

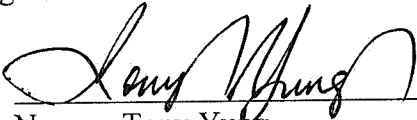


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Name: James J. Tarangelo  
Title: Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Agent

By:   
Name: Tony Yung  
Title: Executive Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Registrations:**

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	AmeriPride Services Inc.	AMERIPRIDE	86103248 10/28/2013	4693190 02/24/2015
2.	AmeriPride Services Inc.	C3	77905568 01/05/2010	3892279 12/21/2010
3.	AmeriPride Services Inc.	C3 COMPLETE CUSTOMER CARE	77905562 01/05/2010	3892278 12/21/2010
4.	AmeriPride Services Inc.	PEOPLE YOU CAN COUNT ON	75538479 08/18/1998	2342529 04/18/2000
5.	AmeriPride Services Inc.	AMERIPRIDE	75118180 06/13/1996	2124374 12/23/1997
6.	AmeriPride Services Inc.	AMERIPRIDE	75118179 06/13/1996	2122365 12/16/1997
7.	AmeriPride Services Inc.	DESIGN ONLY	75118285 06/13/1996	2120544 12/09/1997