TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM478697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hotelier Consulting Services, LLC		06/15/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Keybank National Association	
Street Address:	4910 Tiedeman Road	
Internal Address:	Mailcode: OH-01-51-LFIQ	
City:	Brooklyn	
State/Country:	OHIO	
Postal Code:	44144	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4205468	HOTELIER
Registration Number:	4213451	HOTELIER L I N E N S E R V I C E S

CORRESPONDENCE DATA

Fax Number: 9192868199

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.

Phone: 919 286-8000

Email: PTO TMconfirmation@mvalaw.com, vishvamiyani@mvalaw.com

MOORE & VAN ALLEN PLLC **Correspondent Name:**

3015 CARRINGTON MILL BOULEVARD Address Line 1:

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	020445.000124
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	06/20/2018

Total Attachments: 5

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TRADEMARK REEL: 006359 FRAME: 0026 source=Trademark_Security_Agreement_from_Hotelier_Consulting_Services_LLC_to_KeyBank_National_Association_-source=Trademark_Security_Agreement_from_Hotelier_Consulting_Services_LLC_to_KeyBank_National_Association_-source=Trademark_Security_Agreement_from_Hotelier_Consulting_Services_LLC_to_KeyBank_National_Association_-source=Trademark_Security_Agreement_from_Hotelier_Consulting_Services_LLC_to_KeyBank_National_Association_-

TRADEMARK REEL: 006359 FRAME: 0027

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 15. 2018, (this "<u>Agreement</u>"), by Hotelier Consulting Services, LLC, a Florida limited liability company, and any future party to the Security Agreement (as defined below) that executes a Trademark Security Agreement Supplement (the "<u>Grantor</u>"), in favor of KeyBank National Association ("<u>KeyBank</u>"), as collateral agent (in such capacity, the "<u>Collateral Agent</u>") for the Secured Parties.

Reference is made to (i) that certain Pledge and Security Agreement, dated as of June 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantors party thereto and the Collateral Agent and (ii) that certain Credit Agreement, dated as of June 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, AMCP Clean Acquisition Company, LLC, a Delaware limited liability company (as successor by merger to CC PS Merger Sub LLC, a Delaware limited liability company, the "Borrower"), AMCP Clean Holding Company, LLC, a Delaware limited liability company, as Holdings, the Lenders from time to time party thereto, KeyBank, as administrative agent for the Lenders, and the Collateral Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "Trademark Collateral"):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on <u>Schedule I</u> hereto;
 - B. all goodwill associated with or symbolized by the Trademarks;
 - C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
 - E. all proceeds of and rights associated with the foregoing;

in each case, to the extent the foregoing items constitute Collateral.

SECTION 3. <u>Security Agreement</u>. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if

1

fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Termination</u>. In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon the Grantor's reasonable request, to execute and deliver to the Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Trademark Collateral under this Agreement.

SECTION 5. Governing Law. This Agreement and any claim, controversy or dispute (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

2

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first above written.

HOTELIER CONSULTING SERVICES, LLC

Name: David Barron

Title: Vice President and Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED:

KEYBANK NATIONAL ASSOCIATION,

as Collateral Agent

 $\mathbf{B}\mathbf{y}$:

Name: Ari Deutchman

Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

1. <u>Trademarks</u>:

Registered Owner	Registration Number	Trademark
HOTELIER CONSULTING SERVICES, LLC	4205468	HOTELIER
HOTELIER CONSULTING SERVICES, LLC	4213451	HOTELIER LINEN SERVICES

2. Trademark Applications:

None.

Schedule I

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RECORDED: 06/20/2018

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