

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Intellectual Property Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valet Living, LLC		09/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4283601	VALET WASTE AND RECYCLING	
Registration Number:	4207743	VALETWASTE DOORSTEP COLLECTION EXPERTS	
Registration Number:	2402809	VALET WASTE, INC.	
Registration Number:	4207742		
Registration Number:	3507900	VALET WASTE	
Registration Number:	2304286		
Registration Number:	5043808	IVALET	
Registration Number:	5043807	IVALET	
Registration Number:	4905172	M+	
Registration Number:	5174044	VALET WASTE PET WASTE STATIONS	
Registration Number:	5029986	VALET WASTE CAMPUS	
Registration Number:	5398910	WASTE LOGISTICS	
Registration Number:	2730411	INVISIBLE WASTE SERVICES	
Registration Number:	3182051	THE BENCH	
Registration Number:	4551906	INVISIBLE WASTE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: rhonda.deleon@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0328
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	10/01/2018

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 28, 2018 (this "Agreement"), is made by the person listed on the signature pages hereto (the "Pledgor"), in favor of ANTARES CAPITAL LP, as collateral agent for the Secured Parties (as defined below) (in such capacity and any successor in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 28, 2018, by and among VALET WASTE HOLDINGS, INC., a Delaware corporation (the "Borrower"), VALET PARENT, INC., a Delaware corporation ("Holdings"), each Subsidiary Loan Party, the Collateral Agent and the other persons signatory thereto (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), the Lenders (as defined in the Credit Agreement) thereto have agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, the Pledgor is a party to a Guarantee and Collateral Agreement, dated as of September 28, 2018, in favor of the Collateral Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Pledgor granted a security interest (the "Security Interest") in the Intellectual Property Collateral (as defined in the Security Agreement) to the Collateral Agent and are required to execute and deliver this Agreement;

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

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Pledgor hereby agrees for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. The Pledgor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Security Interest in all right, title and interest in and to the Patents, Copyrights and Trademarks set forth on Schedule A. Notwithstanding anything herein (including Schedule A) to the contrary, for the avoidance of doubt, in no event shall the Security Interest and lien granted under this Security Agreement attach to (nor shall the Intellectual Property Collateral include) 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 or any intellectual property or rights therein or thereto if the grant of a security interest in such intellectual property would result in the cancellation or voiding of such intellectual property or such rights.

3. Purpose. This Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office or the United States Copyright Office, as applicable. The Security Interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement and the Security Interest granted herein shall terminate with respect to all of the Pledgor's obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor, upon request, an instrument in writing releasing the Security Interest in the Intellectual Property Collateral granted pursuant to this Agreement. Additionally, the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Intellectual Property Collateral.

5. Counterparts. 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 to be an original, but all such counterparts together shall constitute but one and the same instrument.

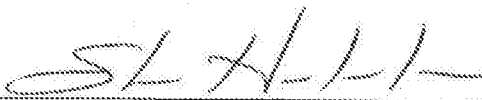
6. APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the day and year first written above.

PLEDGOR:

VALET LIVING, LLC

By: 

Name: Shawn Handrahan

Title: Chief Executive Officer

COLLATERAL AGENT:

ANTARES CAPITAL LP


By: *Danielle Attaie*

Name: Danielle Attaie

Its: Duly Authorized Signatory

Schedule A

I. Trademarks

<u>Serial Number</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner¹</u>	<u>Mark</u>
85354054	4283601	1/29/2013	6/23/2011	Valet Waste, LLC	VALET WASTE AND RECYCLING
85461090	4207743	9/11/2012	11/1/2011	Valet Waste, LLC	VALETWASTE DOORSTEP COLLECTION EXPERTS and Design
75659644	2402809	11/7/2000	3/12/1999	Valet Waste, LLC	VALET WASTE, INC.
85461088	4207742	9/11/2012	11/1/2011	Valet Waste, LLC	VALET WASTE (DESIGN)
77399766	3507900	9/30/2008	2/18/2008	Valet Waste, LLC	VALET WASTE
75624654	2304286	12/28/1999	1/22/1999	Valet Living, LLC	MAN CARRYING TRASH CAN (DESIGN)
86696279	5043808	9/20/2016	7/17/2015	Valet Living, LLC	IVALET (DESIGN)
86696254	5043807	9/20/2016	7/17/2015	Valet Living, LLC	IVALET
86711740	4905172	2/23/2016	7/31/2015	Valet Living, LLC	M+
86703542	5174044	4/4/2017	7/24/2015	Valet Living, LLC	VALET WASTE PET WASTE STATIONS
86703536	5029986	8/30/2016	7/24/2015	Valet Living, LLC	VALET WASTE CAMPUS and Design
86703531	5398910	2/13/2018	7/24/2015	Valet Living, LLC	WASTE LOGISTICS and Design
76347391	2730411	06/24/2003	12/11/2001	Valet Living, LLC	INVISIBLE WASTE SERVICES
78523473	3182051	12/05/2006	11/29/2004	Valet Living, LLC	THE BENCH
86133482	4551906	06/17/2014	12/03/2013	Valet Living, LLC	

II. Patents

None.

¹ Name change filings between Valet Waste, LLC and Valet Living, LLC to be filed with the USPTO with respect to trademarks listed as owned by Valet Waste, LLC.

III. Copyrights

None.