

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VLS Recovery Services, LLC		10/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88076516	SHREDDED HEAT	
CORRESPONDENCE DATA			
Fax Number:	2123514035		
<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>			
Email:	mstembridge@gibsondunn.com		
Correspondent Name:	Megan L. Stembridge		
Address Line 1:	200 Park Avenue		
Address Line 2:	Gibson Dunn		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	94805-00004		
NAME OF SUBMITTER:	Megan L. Stembridge		
SIGNATURE:	/Megan L. Stembridge/		
DATE SIGNED:	10/29/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT as the same may be amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), dated as of October 26, 2018, is made by VLS Recovery Services, LLC, a Delaware limited liability company (the “Grantor”), in favor of Ares Capital Corporation (“Ares”), as Administrative Agent for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 17, 2017(as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among VLS Buyer, Inc., a Delaware corporation, the Grantor, the other Persons party thereto that are designated as a Credit Party, Ares, as Administrative Agent for the several financial institutions from time to time party thereto (collectively, the “Lenders”) and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”; provided, however, that notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Property):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation or violation thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is a security interest granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and is exercisable pursuant to, and subject to, the terms and conditions set forth therein. The Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

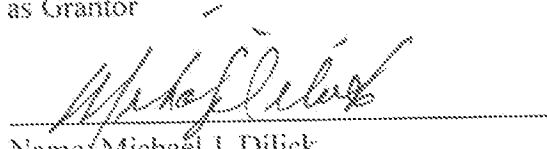
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor 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,

VLS RECOVERY SERVICES, LLC
as Grantor

By: _____



Name: Michael J. Dilick

Title: Chief Executive Officer and President

[Signature page to Trademark Security Agreement]

ACKNOWLEDGED AND AGREED
as of the date first above written:

Ares Capital Corporation,
as Administrative Agent

By: _____

Name: Scott Lem
Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006512 FRAME: 0244

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

Mark	Serial/Reg. Number	Filing/Registration Date	Status	Owner
SHREDDED HEAT	Serial No. 88/076,516	Filing Date 8/13/2018	Pending	VLS Recovery Services, LLC