

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eclipse Advantage, LLC		12/14/2018	Limited Liability Company: DELAWARE
OTS Solutions, LLC		12/14/2018	Limited Liability Company: DELAWARE
PL Solutions Group, LLC		12/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Spell Capital Mezzanine Partners SBIC II, LP		
Street Address:	222 South Ninth Street		
Internal Address:	Suite 2800		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4149329	ECLIPSE ADVANTAGE	
Registration Number:	4526585	PUTTING BETTER IDEAS TO WORK	
Registration Number:	5239492	PEOPLE LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<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:	6129778400		
Email:	ljoyce@briggs.com		
Correspondent Name:	BRIGGS AND MORGAN, P.A.		
Address Line 1:	80 South 8th Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	45477.7		
NAME OF SUBMITTER:	Audrey J. Babcock		

CH \$90.00 4149329

SIGNATURE:	/Audrey J. Babcock/
DATE SIGNED:	12/31/2018
Total Attachments: 6 source=11309862-v1-Tab 07 - Trademark Security Agreement (Senior)#page1.tif source=11309862-v1-Tab 07 - Trademark Security Agreement (Senior)#page2.tif source=11309862-v1-Tab 07 - Trademark Security Agreement (Senior)#page3.tif source=11309862-v1-Tab 07 - Trademark Security Agreement (Senior)#page4.tif source=11309862-v1-Tab 07 - Trademark Security Agreement (Senior)#page5.tif source=11309862-v1-Tab 07 - Trademark Security Agreement (Senior)#page6.tif	

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of December 14, 2018 among the Subordinated Creditors (as defined in the Subordination Agreement), ECLIPSE ADVANTAGE HOLDINGS, LLC, a Delaware limited liability company ("**Holdings**"), ECLIPSE ADVANTAGE, LLC, a Delaware limited liability company ("**Borrower**"), ECLIPSE ADVANTAGE INTERMEDIARY, LLC, a Delaware limited liability company ("**Nova Scotia Parent**"), LABRADOR SERVICES GROUP INTERMEDIARY, LLC, a Delaware limited liability company ("**Labrador Parent**"), LABRADOR SERVICES GROUP ULC, a British Columbia unlimited liability company ("**Labrador Services**"), ECLIPSE ADVANTAGE CANADA ULC, a Nova Scotia unlimited liability company ("**Nova Scotia Operating Company**"), EVERCLEAR CLEANING SOLUTIONS, LLC, a Delaware limited liability company ("**Everclear**"), OTS SOLUTIONS LLC, a Delaware limited liability company ("**OTS**"), PL SOLUTIONS GROUP, LLC, a Delaware limited liability company ("**PL Solutions**") and PLS SOLUTIONS LLC, a Delaware limited liability company ("**PLS Solutions**"; Holdings, Borrower, Nova Scotia Parent, Labrador Parent, Labrador Services, Nova Scotia Operating Company, Everclear, OTS, PL Solutions and PLS Solutions are collectively, the "**Companies**" and each, individually, a "**Company**"), and FREEPORT FINANCIAL PARTNERS LLC ("**Agent**"), to the indebtedness (including interest) owed by the Companies pursuant to the Senior Debt Documents (as defined in the Subordination Agreement), as such Senior Debt Documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under the Senior Debt Documents as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT (SENIOR SUBORDINATED NOTES)

THIS TRADEMARK SECURITY AGREEMENT (SENIOR SUBORDINATED NOTES) (this "Security Agreement"), dated as of December 14, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Spell Capital Mezzanine Partners SBIC II, LP, a Delaware limited partnership ("Spell"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Senior Subordinated Note Purchase Agreement, dated as of December 14, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Note Purchase Agreement"), by and among Eclipse Advantage, LLC, a Delaware limited liability company ("Borrower"), Eclipse Advantage Holdings, LLC, a Delaware limited liability company ("Holdings"), the other Persons from time to time party thereto that are designated as Note Parties, the financial institutions or other entities from time to time party thereto as Purchasers and Spell, as Agent for all Purchasers, the Purchasers have severally agreed to purchase notes from Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrower) has agreed, pursuant to a Guaranty and Security Agreement (Senior Subordinated Notes) of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Note Purchase Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase their respective notes from Borrower thereunder, each Grantor hereby agrees with 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This 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. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This 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 Minnesota.


[Signature Pages Follow]

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

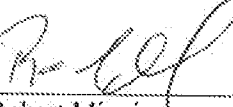
ECLIPSE ADVANTAGE, LLC, as Grantor

By: 
Name: Robert Miggins
Title: Chief Financial Officer

OTS SOLUTIONS, LLC

By: 
Name: Robert Miggins
Title: Vice President

PL SOLUTIONS GROUP, LLC

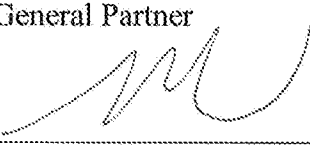
By: 
Name: Robert Miggins
Title: Vice President

[Signature Page to Trademark Security Agreement (Senior Subordinated)]

ACCEPTED AND AGREED
as of the date first above written:

**SPELL CAPITAL MEZZANINE PARTNERS
SBIC II, LP, as Agent**

By: SCMP MANAGEMENT II, LLC
Its: General Partner

By: 
Name: Mark R. McDonald
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement (Senior Subordinated)]

**TRADEMARK
REEL: 006513 FRAME: 0691**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registered Owner	Trademark	Registration No.	Serial No.	Registration Date
Eclipse Advantage, LLC	Eclipse Advantage	4149329	85412961	05/29/2012
OTS Solutions, LLC	PUTTING BETTER IDEAS TO WORK	4526585	85796405	05/06/2014
PL Solutions Group, LLC	PEOPLE LOGISTICS	5239492	87042654	07/11/2017

2. TRADEMARK APPLICATIONS

See above.

3. INTELLECTUAL PROPERTY LICENSES

None.