

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BBJ RENTALS, INC.		11/25/2020	Corporation: DELAWARE
LA TAVOLA, LLC		11/25/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ORCHARD HOLDINGS III, L.P., As Administrative Agent		
Street Address:	c/o Orchard Holdings Group, LLC		
Internal Address:	8044 Montgomery Road, Suite 480		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45236		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6051098	BBJ LINEN	
Registration Number:	6051097	BBJ LINEN	
Registration Number:	2401462	BBJ LINEN	
Registration Number:	5288692	LA TAVOLA FINE LINEN RENTAL	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	47105-4		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	11/25/2020		

CH \$115.00 6051098

Total Attachments: 6

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EXECUTION VERSION

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SECOND LIEN SUBORDINATION AGREEMENT (AS DEFINED IN THE SECOND LIEN CREDIT AGREEMENT (AS DEFINED BELOW)), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANIES PURSUANT TO THE FIRST LIEN CREDIT AGREEMENT (AS DEFINED IN THE SECOND LIEN CREDIT AGREEMENT) AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SECOND LIEN SUBORDINATION AGREEMENT), AS SUCH CREDIT AGREEMENT AND OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SECOND LIEN SUBORDINATION AGREEMENT) HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AS PERMITTED BY THE SECOND LIEN SUBORDINATION AGREEMENT AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS PERMITTED BY THE SECOND LIEN SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS AGREEMENT, BY ITS AGREEMENT HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SECOND LIEN SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2020, is made by BBJ RENTALS, INC., a Delaware corporation and LA TAVOLA, LLC, a California limited liability company (each a "Grantor" and collectively, the "Grantors"), in favor of ORCHARD HOLDINGS III, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Second Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of November 25, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Grantors, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have agreed, pursuant to a Security Agreement dated as of November 25, 2020 in favor of the Administrative Agent (and as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") to pledge and grant to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of the Grantors' Intellectual Property, including, without limitation, the Trademark Collateral (as defined below) and, in each case, excluding Excluded Property, and the Security Agreement requires that the Grantors execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Second Lien Credit Agreement and to induce the Lenders

to make their respective extensions of credit to the Borrowers thereunder, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantors, 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 Grantors, hereby mortgage, pledge and hypothecate to the Administrative Agent for the benefit of the Secured Parties, and grant to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of their right, title and interest in, to and under the following Collateral of the Grantors, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all of their 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, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use or amendment to allege use, as applicable, has not been filed and accepted with the Applicable IP Office.

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 Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and agree 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors 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. Authorization to Supplement. If the Grantors shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Administrative Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new Trademarks of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.


Section 6. 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. 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 Transmission 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 Transmission 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 Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. Governing Law. Section 9.09(a) (Governing Law) of the Second Lien Credit Agreement is hereby incorporated by this reference, mutatis mutandis.


[SIGNATURE PAGES FOLLOW]

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

BBJ RENTALS, INC.,
a Delaware corporation,
as Grantor

By: 
Name: Greg Sullivan
Title: Chief Executive Officer

LA TAVOLA, LLC,
a California limited liability company,
as a Grantor

By: 
Name: **Greg S**ullivan
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

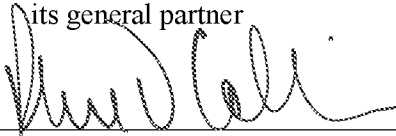
ACKNOWLEDGED AND AGREED

as of the date first above written:

ORCHARD HOLDINGS III, L.P.,

as Administrative Agent

By: Orchard Investment Management III LLC,
its general partner

By:  _____

Name: Phil D. Collins



Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	US Registration Number	Registration Date	Owner
BBJ LINEN and Design 	6051098	5/12/2020	BBJ Rentals, Inc.
BBJ LINEN	6051097	5/12/2020	BBJ Rentals, Inc.
BBJ LINEN and Design 	2,401,462	11/7/2000	BBJ Rentals, Inc.
LA TAVOLA FINE LINEN RENTAL	5,288,692	9/19/2017	La Tavola, LLC

2. TRADEMARK APPLICATIONS

None.