

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCOS, LLC		04/20/2021	Limited Liability Company: OHIO
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: MARYLAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4379612	ARCOS	
Registration Number:	4379613	ARCOS	
Registration Number:	4570680	ARCOS	
Registration Number:	4619388	SIREN	
Registration Number:	4619387	SIREN	
Registration Number:	4615479	CREW MANAGER	
Registration Number:	5086357	ARCOS CALLOUT	
Registration Number:	5086358	ARCOS CREW MANAGER	
Registration Number:	5086361		
Registration Number:	5144963	RESPOND. RESTORE. REPORT.	
Registration Number:	5348004	RESOURCE ASSIST	
Registration Number:	4066222	RESOURCES ON-DEMAND AUTOMATED EMERGENCY	
Registration Number:	4066262	OUTAGE CENTRAL	
Registration Number:	5638959	ARCOS DAMAGE ASSESSMENT	
Registration Number:	5638960	ARCOS MOBILE INSPECTION	
Registration Number:	5782993	ARCOS INCIDENT MANAGER	
Registration Number:	6140727	ARCOS ROSTERAPPS	
Registration Number:	6130433	ROSTERAPPS	
Registration Number:	4649035	MANAGE PEOPLE, NOT PAPER	
TRADEMARK			

CH \$540.00 4379612

Property Type	Number	Word Mark
Registration Number:	2658945	SCIENGISTICS
Serial Number:	88788572	ARCOS ASCEND

CORRESPONDENCE DATA

Fax Number:

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: 2128192511
 Email: iprecordations@whitecase.com
 Correspondent Name: Kate Andes
 Address Line 1: 1221 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1592054-0002-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	04/20/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of April 20, 2021 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Ares Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Credit Agreement, dated as of April 20, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Project Essential Bidco, Inc., a Delaware corporation (“**Borrower**”) and Project Essential Parent, LLC, a Delaware limited liability company (“**Holdings**”), the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or

future infringements, dilutions or other violations thereof or unfair competition therewith, and (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof or unfair competition therewith; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, 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 United States Patent and Trademark 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 Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

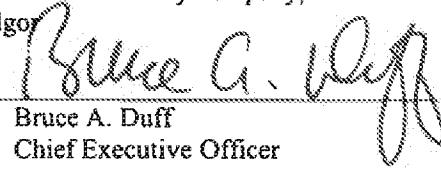
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

ARCOS LLC,
an Ohio limited liability company,
as Pledgor


By: 
Name: Bruce A. Duff
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007265 FRAME: 0064

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By:  _____






Name: Scott Lem


Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Status	Owner
ARCOS	85801564	12/13/2012	4379612	8/6/2013	Registered	Arcos LLC
ARCOS	85801573	12/13/2012	4379613	8/6/2013	Registered	Arcos LLC
ARCOS	85801551	12/13/2012	4570680	7/22/2014	Registered	Arcos LLC
SIREN	85801668	12/13/2012	4619388	10/14/2014	Registered	Arcos LLC
SIREN	85801628	12/13/2012	4619387	10/14/2014	Registered	Arcos LLC
CREW MANAGER	86275300	5/8/2014	4615479	9/30/2014	Registered Supplemental Register	Arcos LLC
ARCOS CALLOUT (Stylized) 	87000583	4/14/2016	5086357	11/22/2016	Registered	Arcos LLC
ARCOS CREW MANAGER (Stylized) 	87000607	4/14/2016	5086358	11/22/2016	Registered	Arcos LLC
Design Only 	87000623	4/14/2016	5086361	11/22/2016	Registered	Arcos LLC
RESPOND. RESTORE. REPORT. (Stylized) 	87000616	4/14/2016	5144963	2/21/2017	Registered	Arcos LLC
RESOURCE ASSIST	87206622	10/18/2016	5348004	11/28/2017	Registered Supplemental Register	Arcos LLC
RESOURCES ON-DEMAND AUTOMATED EMERGENCY RESOURCE MANAGEMENT SYSTEM and Design 	85250597	2/24/2011	4066222	12/06/2011	Registered	Arcos LLC
OUTAGE CENTRAL	85256871	3/3/2011	4066262	12/6/2011	Registered	Arcos LLC
ARCOS DAMAGE	87556810	8/4/2017	5638959	12/25/2018	Registered	Arcos LLC

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Status	Owner
ASSESSMENT						
ARCOS MOBILE INSPECTION	87556823	8/4/2017	5638960	12/25/2018	Registered	Arcos LLC
ARCOS INCIDENT MANAGER	87860042	4/2/2018	5782993	6/18/2019	Registered	Arcos LLC
Arcos RosterApps and Design 	88788624	2/7/2020	6140727	9/1/2020	Registered	Arcos LLC
RosterApps	88835385	3/16/2020	6130433	8/18/2020	Registered	Arcos LLC
MANAGE PEOPLE, NOT PAPER	86261954	4/24/2014	4649035	12/2/2014	Registered	Arcos LLC
SCIENGIISTICS	76338239	11/13/2001	2658945	12/10/2002	Registered (Renewed)	Arcos LLC

United States Trademark Applications:

Mark	Serial Number	Filing Date	Status	Owner
ARCOS Ascend	88788572	2/7/2020	Pending (Suspended)	Arcos LLC