

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645512

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
RESUBMIT DOCUMENT ID:	900613159		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Packers Sanitation Services, Inc., Ltd.		03/09/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6269134	PACKERS SANITATION SERVICES	
Registration Number:	6088252	PSSI	
Registration Number:	6088253	PSSI	
Registration Number:	6088254		
Serial Number:	88901460	MICROBARRIER ELITE	
Serial Number:	88848439	SPIRALCLENZ	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1338832 TM IPSA		
NAME OF SUBMITTER:	Christian Craft		

SIGNATURE:	/Christian Craft/
DATE SIGNED:	05/10/2021
Total Attachments: 5 source=PSSI - Trademark Security Agreement [executed]#page2.tif source=PSSI - Trademark Security Agreement [executed]#page3.tif source=PSSI - Trademark Security Agreement [executed]#page4.tif source=PSSI - Trademark Security Agreement [executed]#page5.tif source=PSSI - Trademark Security Agreement [executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 9, 2021, by PSSI SUB-HOLDINGS, LLC, a Delaware limited liability company, PACKERS HOLDINGS, LLC, a Delaware limited liability company, and PACKERS SANITATION SERVICES, INC., LTD., an Ohio limited liability company (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of JEFFERIES FINANCE LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of March 9, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors 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, the Grantors hereby agree 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.

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, including the Guaranty (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The 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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and Security Interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created under the Security Agreement, and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement by a duly authorized officer as of the date first above written.

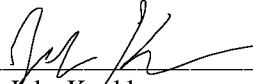
PACKERS SANITATION SERVICES, INC., LTD.,
as a Grantor

By: 
Name: Emily Weaver
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007279 FRAME: 0564

JEFFERIES FINANCE LLC, as Collateral Agent





Name: John Koehler
Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007279 FRAME: 0565

Schedule I

U.S. Trademark Registrations and Applications

Mark	Application or Registration #	Registration Date	Owner
PACKERS SANITATION SERVICES	6269134	February 16, 2021	Packers Sanitation Services, Inc., Ltd.
PSSI	6088252	June 30, 2020	Packers Sanitation Services, Inc., Ltd.
PSSI (logo) 	6088253	June 30, 2020	Packers Sanitation Services, Inc., Ltd.
DESIGN (PSSI shield) 	6088254	June 30, 2020	Packers Sanitation Services, Inc., Ltd.
MICROBARRIER ELITE	88/901460	N/A	Packers Sanitation Services, Inc., Ltd.
SPIRALCLENZ	88/848439	N/A	Packers Sanitation Services, Inc.