

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695760

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JOHNNY ON THE SPOT, LLC		12/17/2021	Limited Liability Company: NEW JERSEY
RINEHART'S SANITATION SERVICES, LLC		12/17/2021	Limited Liability Company: PENNSYLVANIA
RUSSELL REID WASTE HAULING AND DISPOSAL SERVICE CO., INC.		12/17/2021	Corporation: NEW JERSEY
UNITED SITE SERVICES, INC.		12/17/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	Gateway Village, 900 Building
Internal Address:	NC1-026-06-09 (MacLegal), 900 W Trade St.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3515114	
Registration Number:	3817671	POTTY QUEEN
Registration Number:	2245855	MR. JOHN
Registration Number:	2399802	MR. JOHN THE COMPLETE SOURCE FOR TEMPORA
Registration Number:	4940048	POTTY PROS
Registration Number:	5467935	POTTY PROS PORTABLE RESTROOM PROFESSIONA
Registration Number:	3443245	RESPONSIBLE WASTE MANAGEMENT
Registration Number:	5837389	RESPONSIBLE WASTE MANAGEMENT
Registration Number:	5117875	RR RUSSELL REID RESPONSIBLE WASTEWATER M
Registration Number:	3694022	RUSSELL REID MR. JOHN RR
Registration Number:	5127257	RUSSELL REID RESPONSIBLE WASTEWATER MANA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5117876	RUSSELL REID RESPONSIBLE WASTEWATER MANA
Registration Number:	2963696	1-800-TOILETS
Registration Number:	4216713	BLACK TIE EVENT SERVICES
Registration Number:	6280858	EASY SAFE USS CLEAN
Registration Number:	2141748	HANDY HOUSE
Registration Number:	2489123	UNITED SITE SERVICES
Registration Number:	3136219	UNITED SITE SERVICES
Registration Number:	3400605	UNITED SITE SERVICES
Registration Number:	6048444	UNITED SITE SERVICES
Registration Number:	3380135	UNITED SITE SERVICES

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/17/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2021, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of December 17, 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 (this "Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, 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. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and continuing security interest in and to all right, title and interest of such Grantor in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement)) (collectively, "Trademark Collateral");

(a) Marks of such Grantor, including those listed on Schedule I attached hereto (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an "Amendment to Allege Use" or a "Statement of Use" under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

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

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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts; Etc. 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. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or

the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

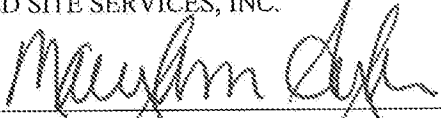
SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each 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,

JOHNNY ON THE SPOT, LLC
RINEHART'S SANITATION SERVICES, INC.
RUSSELL REID WASTE HAULING AND DISPOSAL
SERVICE CO., INC.
UNITED SITE SERVICES, INC.

By: 
Name: Mary Ann Sgler
Title: Vice President and Treasurer

LPB

Accepted and Agreed:


BANK OF AMERICA, N.A.,
as Collateral Agent


By: Christine Trotter

Name: Christine Trotter
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
Johnny on the Spot, LLC	Design 	77290269	09/27/2007	3515114	10/14/2008
Rinehart's Sanitation Services, Inc.	POTTY QUEEN	77880930	11/25/2009	3817671	07/13/2010
Russell Reid Waste Hauling and Disposal Service Co., Inc.	MR. JOHN	75433564	01/12/1998	2245855	05/18/1999
Russell Reid Waste Hauling and Disposal Service Co., Inc.	MR. JOHN THE COMPLETE SOURCE FOR TEMPORARY RESTROOMS (and Design)	75789829	08/26/1999	2399802	10/31/2000
Russell Reid Waste Hauling and Disposal Service Co., Inc.	POTTY PROS	86692126	07/14/2015	4940048	04/19/2016
Russell Reid Waste Hauling and Disposal Service Co., Inc.	POTTY PROS PORTABLE RESTROOM PROFESSIONALS (and Design)	87621842	09/25/2017	5467935	05/15/2018
Russell Reid Waste Hauling and Disposal Service Co., Inc.	RESPONSIBLE WASTE MANAGEMENT	77328446	11/13/2007	3443245	06/03/2008
Russell Reid Waste Hauling and Disposal Service Co., Inc.	RESPONSIBLE WASTE MANAGEMENT	87912297	05/08/2018	5837389	08/20/2019
Russell Reid Waste Hauling and Disposal Service Co., Inc.	RR RUSSELL REID RESPONSIBLE WASTEWATER MANAGEMENT (and Design)	86965074	04/05/2016	5117875	01/10/2017
Russell Reid Waste Hauling and Disposal Service Co., Inc.	RUSSELL REID MR. JOHN RR (and Design)	77611195	11/10/2008	3694022	10/06/2009
Russell Reid Waste Hauling and Disposal Service Co., Inc.	RUSSELL REID RESPONSIBLE WASTEWATER MANAGEMENT	86965036	04/05/2016	5127257	01/24/2017

OWNER	TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
Russell Reid Waste Hauling and Disposal Service Co., Inc.	RUSSELL REID RESPONSIBLE WASTEWATER MANAGEMENT	86965097	04/05/2016	5117876	01/10/2017
United Site Services, Inc.	1-800-TOILETS	76561653	11/12/2003	2963696	06/28/2005
United Site Services, Inc.	BLACK TIE EVENT SERVICES	85462086	11/02/2011	4216713	10/02/2012
United Site Services, Inc.	EASY SAFE USS CLEAN (and Design)	90027230	06/09/2020	6280858	03/02/2021
United Site Services, Inc.	HANDY HOUSE	75017022	11/08/1995	2141748	03/10/1998
United Site Services, Inc.	UNITED SITE SERVICES	75874898	12/20/1999	2489123	09/11/2001
United Site Services, Inc.	UNITED SITE SERVICES	76561654	11/12/2003	3136219	08/29/2006
United Site Services, Inc.	UNITED SITE SERVICES	77033128	10/31/2006	3400605	03/25/2008
United Site Services, Inc.	UNITED SITE SERVICES	88073751	08/10/2018	6048444	05/05/2020
United Site Services, Inc.	United SITE SERVICES & Design 	77033113	10/31/2006	3380135	02/12/2008

Trademark Applications:

None.