

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Security Agreement
SEQUENCE:	3

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:	3455 Peachtree Road NE
Internal Address:	Mailcode GA7-024-12-05 (12th Floor)
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
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: 8

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ABL TRADEMARK SECURITY AGREEMENT

ABL 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.

WITNESSETH:

WHEREAS, the Grantors are party to that certain ABL 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 ABL 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 a 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 13.22 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 Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the 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

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President and Treasurer LPS

RUSSELL REID WASTE HAULING AND DISPOSAL SERVICE CO., INC.

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President and Treasurer LPS

UNITED SITE SERVICES, INC.

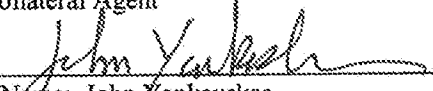
By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President and Treasurer LPS

RINEHART'S SANITATION SERVICES, LLC

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President and Treasurer LPS

Accepted and Agreed:

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

By: 
Name: John Xankauskas
Title: Sr. Vice President