

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptive Environmental, LLC		01/24/2022	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Administrative Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6122868	APTIVE	
Registration Number:	6122869	APTIVE	
Registration Number:	5024111	APTIVE ENVIRONMENTAL	
Registration Number:	6255286	HELPING FAMILIES ENJOY THEIR HOMES	
Serial Number:	88915276	HELPING YOU ENJOY YOUR HOME	
Serial Number:	90603875	EVERY HOME SHOULD BE ENJOYED	
Serial Number:	90603863	YOUR HOME ENJOYED	
Serial Number:	90780742	EVOLOGY	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	56013.098		

CH \$215.00 6122868

NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	01/24/2022
Total Attachments: 5 source=Aptive - Trademark Security Agreement (Executed)#page1.tif source=Aptive - Trademark Security Agreement (Executed)#page2.tif source=Aptive - Trademark Security Agreement (Executed)#page3.tif source=Aptive - Trademark Security Agreement (Executed)#page4.tif source=Aptive - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of OWL ROCK CAPITAL CORPORATION, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EVOLGY, LLC, a Delaware limited liability company (“Holdings”), and APTIVE ENVIRONMENTAL, LLC, a Utah limited liability company (the “Borrower”), have entered into the Credit Agreement dated as of January 24, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of January 24, 2022 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Trademarks and have agreed as a condition thereof to execute this Trademark Security Agreement with respect to certain of their Trademarks in order to record the security interests granted therein with the United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (in each case, excluding Excluded Assets) (the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

- (a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, designs, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § I051(c) or 15 U.S.C. § I051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § I051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office (or any successor office or other applicable government registry) provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of

Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”); and

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (to the extent applicable, as defined in the Guarantee and Collateral Agreement) of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this Trademark Security Agreement, none of the Excluded Assets shall constitute Trademark Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that Commissioner of the United States Patent and Trademark Office record this Trademark Security Agreement.

SECTION 4 Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Arrangements Govern. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, may be subject to intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.


SECTION 8 Notice. Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this Trademark Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

APTIVE ENVIRONMENTAL, LLC, a Utah limited liability company

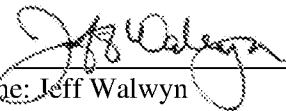
DocuSigned by:

By: 

Name: Steve Chesnut

Title: Chief Financial Officer and Treasurer

**OWL ROCK CAPITAL CORPORATION, as
Administrative Agent**

By:  _____
Name: Jeff Walwyn
Title: Authorized Signatory

Schedule 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Application No. or Registration No. (as applicable)	Application Filing Date or Registration Date (as applicable)	Mark
Aptive Environmental, LLC	6122868	08/11/2020	APTIVE logo
Aptive Environmental, LLC	6122869	08/11/2020	APTIVE logo
Aptive Environmental, LLC	5024111	08/16/2016	APTIVE ENVIRONMENTAL
Aptive Environmental, LLC	6255286	01/26/2021	HELPING FAMILIES ENJOY THEIR HOMES
Aptive Environmental, LLC	88/915276	05/13/2020	HELPING YOU ENJOY YOUR HOME
Aptive Environmental, LLC	90/603875	03/05/2021	EVERY HOME SHOULD BE ENJOYED
Aptive Environmental, LLC	90/603863	03/05/2021	YOUR HOME ENJOYED
Aptive Environmental, LLC	90/780742	06/17/2021	EVOLOGY