OP \$165.00 663394

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM722896

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aftermath Services LLC		04/20/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL LLC, as Collateral Agent		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark		
Registration Number:	6633941	AFTERMATH		
Registration Number:	2706559	AFTERMATH		
Serial Number:	90051705	AFTERMATH PROTECT 360		
Serial Number:	90051728	AFTERMATH SPECIALISTS IN TRAUMA CLEANING		
Serial Number:	90763683	INDOOR SCIENCE		
Registration Number:	3963868	INDOOR SCIENCES		

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1652821 TM IPSA
NAME OF SUBMITTER:	Theresa Volano

TRADEMARK REEL: 007698 FRAME: 0910

900689601

SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	04/21/2022		
Total Attachments: 5			
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source=Aerial - Trademark Security Agreement - Filing#page3.tif			
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 20, 2022 (this "*Notice*"), made by Aftermath Services LLC, a Delaware limited liability company (the "<u>Pledgor</u>"), in favor of GOLUB CAPITAL LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of April 20, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among RW AM GUARANTOR LLC, a limited liability company formed under the laws of Delaware ("Holdings"), RW AM HOLDCO LLC, a limited liability company formed under the laws of Delaware (the "Borrower"), each Subsidiary of the Borrower from time to time party thereto and GOLUB CAPITAL LLC, as collateral agent for the Secured Parties referred to therein (in such capacity, together with its successors and permitted assigns in such capacity, the "Collateral Agent").

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "*Trademark Collateral*"): all Trademarks in the United States of America, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "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 Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an "intent-to-use" application prior thereto would violate the Lanham Act or any other Excluded Property.

SECTION 3. **Security Agreement**. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one

contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

AFTERMATH SERVICES LLC

By:

Name: Doug Berto

Title: Chief Executive Officer

GOLUB CAPITAL LLC, as Collateral Agent

By: Marc C. Robinson

Title: Senior Managing Director

Schedule I to Notice of Grant of Security Interest in Trademarks

<u>Trademarks Owned by Aftermath Services LLC</u>

Owner/Grantor	Trademark Description	Jurisdiction	Serial Number	Filing Date	Registration Number	Registration Date
Aftermath Services LLC	AFTERMATH	United States	90800494	June 29, 2021	6633941	February 1, 2022
Aftermath Services LLC	AFTERMATH	United States	76366432	February 4, 2002	2706559	April 15, 2003
Aftermath Services LLC	AFTERMATH PROTECT 360	United States	90051705	July 14, 2020	N/A	N/A
Aftermath Services LLC	AFTERMATH SPECIALISTS IN TRAUMA CLEANING & BIOHAZARD REMOVAL PROTECT 360+ Protect 36	States	90051728	2020	N/A	N/A
Aftermath Services LLC	INDOOR SCIENCE	United States	90763683	June 9, 2021	N/A	N/A
Aftermath Services LLC	INDOOR SCIENCES	United States	85196436	December 13, 2010	3963868	May 17, 2011

Doc#: US1:15859221v3

RECORDED: 04/21/2022