

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MYCLEAN INC.		12/07/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Byline Bank, as Agent		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5346269	MYCLEAN	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Robert E. Horwath		
SIGNATURE:	/Robert E. Horwath/		
DATE SIGNED:	12/07/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of December 7, 2022, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and the collateral agent (the “*Agent*”) for the Lenders under that certain Credit Agreement (defined below).

WHEREAS, SURGE WECLEAN HOLDINGS LLC, a Delaware limited liability company (“*Parent*”), **SURGE MYCLEAN HOLDINGS INC.**, a Delaware corporation (“*MyClean Holdings*”), **SURGE BUSY BEE HOLDINGS LLC**, a Delaware limited liability company (“*Busy Bee Holdings*”), **MYCLEAN INC.**, a New York corporation (“*MyClean*”), **SURGE RCS HOLDINGS LLC**, a Delaware limited liability company (“*RCS Holdings*”), **REYES CLEANING SERVICES CORP.**, a New York corporation (“*Reyes Cleaning*”), **CLEANING BUILDING SERVICES LLC**, a Delaware limited liability company (“*CBS*”), **JANITORIAL CLEANING SERVICES NEW YORK LLC**, a Delaware limited liability company (“*JCS NY*”), **BUSY BEE CLEANING SERVICE LLC**, a Delaware limited liability company (“*Busy Bee*” and, individually and collectively with MyClean Holdings, Busy Bee Holdings, MyClean, RCS Holdings, Reyes Cleaning, CBS, and JCS NY, the “*Borrower*”), is a borrower under that certain Revolving Credit Agreement dated as of the date hereof, among Borrower, Parent, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, Borrower and Parent are party to that certain Security Agreement dated as of December 7, 2022 in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Each Grantor hereby requests that the United States Patent and Trademark Office record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Security Agreement**. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent (for the benefit of the Lenders) pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and Lenders with respect to the security interest in the Collateral 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 Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

SECTION 4. **Grantor Remains Liable**. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. **Incorporation by Reference**. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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.

SECTION 6. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

SECTION 7. **Governing Law**. **THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.**

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MYCLEAN INC. a New York corporation, as Grantor

By: 

Name: Thomas B. Beauchamp

Title: President

Accepted:

BYLINE BANK, as Agent

By: 
Name: Dan Delgadillo
Title: Managing Director

EXHIBIT A

1. MYCLEAN INC.

Registered Trademark	Registration Number	Date of Registration
MYCLEAN	5346269	November 28, 2017