

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM772510

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MYCLEAN INC.		12/07/2022	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NORTHCOAST MEZZANINE SBIC III, LP		
<b>Street Address:</b>	60 South Sixth Street		
<b>Internal Address:</b>	Suite 3550		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5346269	MYCLEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133699		
<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>			
<b>Phone:</b>	3177133412		
<b>Email:</b>	twagner@taftlaw.com		
<b>Correspondent Name:</b>	Tiffini Wagner		
<b>Address Line 1:</b>	One Indiana Square		
<b>Address Line 2:</b>	Suite 3500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>NAME OF SUBMITTER:</b>	Tiffini Wagner		
<b>SIGNATURE:</b>	/ Tiffini Wagner /		
<b>DATE SIGNED:</b>	12/07/2022		
<b>Total Attachments: 5</b>			
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source=NorthCoast Mezzaninie_MYCLEAN INC - Trademark Security Agreement 106109-00008#page2.tif			
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF DECEMBER 7, 2022 BY NORTHCOAST MEZZANINE SBIC III, LP IN FAVOR OF BYLINE BANK, AS SENIOR AGENT AND SENIOR LENDER, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

### **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 **NORTHCOAST MEZZANINE SBIC III, LP**, a Delaware limited partnership (the “*Purchaser*”) under that certain Note Purchase 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*”), and the Purchaser are party to that certain Note Purchase Agreement, dated as of December 7, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Note Purchase Agreement*”).

**WHEREAS**, Borrower and Parent are party to that certain Security Agreement dated as of December 7, 2022 in favor of the Purchaser (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 Note Purchase Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Note Purchase 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 Purchaser a continuing 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 Purchaser pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Purchaser 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 Purchaser 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 MINNESOTA, 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

[Signature Page to Trademark Security Agreement]

Accepted:

**NORTHCOAST MEZZANINE SBIC III, LP,**  
a Delaware limited partnership

By: NORTHCOAST MANAGEMENT III, LLC  
Its: General Partner

By:   
Name: Mark R. McDonald  
Title: Founding Partner

[Signature Page to Trademark Security Agreement]

**EXHIBIT A**

1. MYCLEAN INC.

<b>Registered Trademark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
MYCLEAN	5346269	November 28, 2017