

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next Step Franchising, LLC		05/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A.		
Street Address:	1010 Grand Blvd.		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64106		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97341451	THE FUTURE OF GARMENT CARE	
Serial Number:	97341450	THE FUTURE OF GARMENT CARE	
Serial Number:	86363310	YOUR NEIGHBORHOOD DRY CLEANER	
Serial Number:	77017447	LAPELS	
Serial Number:	76179918	THE FUTURE OF DRY CLEANING	
Serial Number:	76153137	LAPELS	
CORRESPONDENCE DATA			
Fax Number:	8164743216		
<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:	816-474-8100		
Email:	sfaction@spencerfane.com		
Correspondent Name:	Kyle L. Elliott/Spencer Fane LLP		
Address Line 1:	1000 Walnut Street		
Address Line 2:	Suite 1400		
Address Line 4:	Kansas City, MISSOURI 64106		
ATTORNEY DOCKET NUMBER:	4321905-999 KCY		
NAME OF SUBMITTER:	Kyle L. Elliott		
SIGNATURE:	/kle/		

CH \$165.00 97341451

DATE SIGNED:	05/05/2023
---------------------	------------

Total Attachments: 8

- source=007 Intellectual Property Security Agreement (Next Step)#page1.tif
- source=007 Intellectual Property Security Agreement (Next Step)#page2.tif
- source=007 Intellectual Property Security Agreement (Next Step)#page3.tif
- source=007 Intellectual Property Security Agreement (Next Step)#page4.tif
- source=007 Intellectual Property Security Agreement (Next Step)#page5.tif
- source=007 Intellectual Property Security Agreement (Next Step)#page6.tif
- source=007 Intellectual Property Security Agreement (Next Step)#page7.tif
- source=007 Intellectual Property Security Agreement (Next Step)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of May 1, 2023 is made by and between NEXT STEP FRANCHISING, LLC, a Delaware limited liability company ("Next Step"), and UMB BANK, N.A., a national banking association ("Lender").

WHEREAS, Next Step, CLEAN FRANCHISE BRANDS, LLC, a Delaware limited liability company, CLEAN FRANCHISE BRANDS, INC., a Florida corporation, MARTINIZING INTERNATIONAL, LLC, a Delaware limited liability company, and GREENEARTH CLEANING, L.L.C., a Florida limited liability company (collectively, "Borrower"), and Lender are party to that certain Loan and Security Agreement dated as of the approximate date hereof (as hereafter modified, amended or restated, herein the "Loan Agreement") pursuant to which Lender agreed to make extensions of credit to Borrower (terms used but not defined herein have the meanings ascribed thereto in the Loan Agreement); and

WHEREAS, to induce Lender to make Loans to Borrower under the Loan Agreement, Next Step has agreed to grant Lender a security interest in all of Next Step's intellectual property;

NOW, THEREFORE, based on these recitals, the mutual covenants, terms, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement or UCC; Construction. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC. In this Agreement, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Missouri.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of Borrower's obligation to Lender under the Loan Agreement and all other documents and instruments executed in connection therewith (the "Loan Documents"), Next Step hereby grants to Lender a security interest in, and a mortgage upon, all of Next Step's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Next Step now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral");

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such

patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (including any such trademarks, service marks, or other marks or tradenames but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) all copyrights and other intellectual property;

(iv) the entire goodwill of or associated with the businesses now or hereafter conducted by Next Step connected with and symbolized by any of the aforementioned properties and assets;

(v) all general intangibles and all intellectual or other intangible property of Next Step of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(vi) all cash and non-cash proceeds, replacements of, substitutions for and accessions of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Loan Agreement or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other Loan Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Further Acts. On a continuing basis, Next Step shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the first perfected security interest granted or purported to be granted hereby, to ensure Next Step's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Copyright Office or any applicable office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, the Copyright Office, or any other office necessary for perfection of the security interests herein granted at the expense of Next Step. In addition, Next Step authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If Next Step shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Next Step shall promptly notify Lender in a writing signed by Next Step of the brief details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be

in form and substance reasonably satisfactory to Lender.

SECTION 5. Authorization to Supplement. If Next Step shall obtain rights to any new intellectual property, the provisions of this Agreement shall automatically apply thereto. Next Step shall give prompt notice in writing to Lender with respect to any such new Collateral or renewal or extension of any Collateral registration. Without limiting Next Step's obligations under this Section, Next Step authorizes Lender to modify this Agreement by amending the schedules hereto to include any such new patent, trademark rights, copyrights or applications therefor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any Schedule shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on a Schedule hereto.

SECTION 6. Default; Remedies. Subject to any right to cure provided in the Loan Agreement, an Event of Default shall exist under this Agreement upon the occurrence of an Event of Default under the Loan Agreement. Thereafter, the Lender and may proceed to enforce payment of the Obligation, to exercise any or all rights and remedies provided herein, in the other Loan Documents, and by the UCC and otherwise available at law or in equity.

SECTION 7. Miscellaneous:

(a) Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Lender and its successors and assigns. Next Step may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Documents.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Missouri, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Missouri.

(c) Entire Agreement; Amendment. This Agreement, the Loan Agreement, and the other Loan Documents, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement.

(d) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart.

(e) Termination. Upon payment and performance in full of the Obligations, the security interests created by this Agreement shall terminate and Lender (at Next Step's expense) shall promptly execute and deliver to Next Step such documents and instruments reasonably requested by Next Step as shall be necessary to evidence termination of all such security interests given by Next Step to Lender hereunder, including without limitation cancellation of this Agreement by written notice from Lender to the PTO.

(f) Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

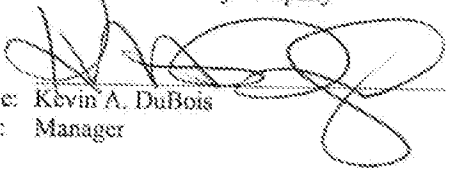
(g) Power of Attorney. The Lender is hereby fully authorized and empowered (without the necessity of any further consent or authorization from Next Step) and the right is expressly granted to the Lender, and Next Step hereby constitutes, appoints and makes the Lender as Next Step's true and law attorney-in-fact and agent for Next Step and in Next Step's name, place and stead with full power of substitution, in the Lender's name or Next Step's name or otherwise, for the Lender's sole use and benefit, but at Next Step's cost and expense, to exercise, without notice, any powers at any time with respect to all or any of the Collateral after the occurrence of any Event of Default under the Loan Agreement, the other Loan Documents or under this Agreement which has not been timely cured.

(h) Inconsistencies with the Loan Agreement. To the extent any terms hereof are inconsistent with the terms of the Loan Agreement, the terms of the Loan Agreement will control.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

NEXT STEP FRANCHISING, LLC,
a Delaware limited liability company

By: 
Name: Kevin A. DuBois
Title: Manager

Agreed and accepted:

UMB BANK, N.A.,
a national banking association

By: _____
Name: Drew McCart
Title: Vice President

*Signature page in
Intellectual Property Security Agreement (Next Step)
UMB Bank, N.A./Clean Franchise Brands, LLC.*

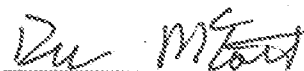
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

NEXT STEP FRANCHISING, LLC,
a Delaware limited liability company

By: _____
Name: Kevin A. DuBois
Title: Manager

Agreed and accepted:

UMB BANK, N.A.,
a national banking association

By: 
Name: Drew McCart
Title: Vice President

SCHEDULE A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

None.

**SCHEDULE B
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS, SERVICE MARKS AND TRADENAMES**

Owner	Serial Number	Registration Number	Word Mark	Filing Date
Next Step	97341451	N/A	THE FUTURE OF GARMENT CARE	March 31, 2022
Next Step	97341450	N/A	THE FUTURE OF GARMENT CARE	March 31, 2022
Next Step	86363310	4780505	YOUR NEIGHBORHOOD DRY CLEANER	August 11, 2014
Next Step	77017447	3289519	LAPELS	October 10, 2006
Next Step	76179918	2608181	THE FUTURE OF DRY CLEANING	December 11, 2000
Next Step	76153137	2595701	LAPELS	October 20, 2000