

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmeriPride Services, LLC		09/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	500 Stanton Christiana Road		
Internal Address:	NCC5/1st Floor		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2124374	AMERIPRIDE	
Registration Number:	4693190	AMERIPRIDE	
Registration Number:	2122365	AMERIPRIDE	
Registration Number:	2120544		
Registration Number:	3892279	C3	
Registration Number:	3892278	C3 COMPLETE CUSTOMER CARE	
Registration Number:	2342529	PEOPLE YOU CAN COUNT ON	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0532		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$190.00 2124374

SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	09/29/2023
Total Attachments: 8 source=Uniform - Trademark Security Agreement Executed(145237901.1)#page1.tif source=Uniform - Trademark Security Agreement Executed(145237901.1)#page2.tif source=Uniform - Trademark Security Agreement Executed(145237901.1)#page3.tif source=Uniform - Trademark Security Agreement Executed(145237901.1)#page4.tif source=Uniform - Trademark Security Agreement Executed(145237901.1)#page5.tif source=Uniform - Trademark Security Agreement Executed(145237901.1)#page6.tif source=Uniform - Trademark Security Agreement Executed(145237901.1)#page7.tif source=Uniform - Trademark Security Agreement Executed(145237901.1)#page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 29, 2023 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent and collateral agent for the Secured Parties (as defined below) (in such capacity, the “Agent”).

WHEREAS, pursuant to that certain Credit Agreement dated as of September 29, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among VESTIS CORPORATION, a Delaware corporation (the “U.S. Borrower”), CANADIAN LINEN AND UNIFORM SERVICE CORP., a corporation organized under the laws of Canada (the “Canadian Borrower” and, together with the U.S. Borrower, the “Borrowers”), the Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Pledge and Security Agreement dated as of September 29, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) between each of the Grantors, the other grantors party thereto, and the Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, 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:

all United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and

applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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 Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has executed this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**ARAMARK UNIFORM & CAREER APPAREL
GROUP, INC.**


By: 
Name: Richard Roman
Title: Vice President

AMERIPRIDE SERVICES, LLC

By: 
Name: Richard Roman
Title: Vice President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 

Name: Rupam Agrawal
Title: Vice President

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 008213 FRAME: 0084

Schedule A

Trademarks

UNITED STATES TRADEMARKS:

Registrations:

MARK	FILE DATE	APP NO	REG DATE	REG NO	STATUS	OWNER
AMERIPRIDE	06/13/1996	75/118,180	12/23/1997	2124374	Registered	AmeriPride Services, LLC
AMERIPRIDE	10/28/2013	86/103,248	02/24/2015	4693190	Registered	AmeriPride Services, LLC
AMERIPRIDE and Design	06/13/1996	75/118,179	12/16/1997	2122365	Registered	AmeriPride Services, LLC
Bird Head and Star Design	06/13/1996	75/118,285	12/09/1997	2120544	Registered	AmeriPride Services, LLC
C3 and Design	01/05/2010	77/905,568	12/21/2010	3892279	Registered	AmeriPride Services, LLC
C3 COMPLETE CUSTOMER CARE and Design	01/05/2010	77/905,562	12/21/2010	3892278	Registered	AmeriPride Services, LLC
PEOPLE YOU CAN COUNT ON	08/18/1998	75/538,479	04/18/2000	2342529	Registered	AmeriPride Services, LLC
CREST	08/26/1997	75/347,137	07/27/1999	2264110	Registered	Aramark Uniform & Career Apparel Group, Inc.
EMBLEM EXPRESS Design	01/21/1998	75/420,975	11/14/2000	2404545	Registered	Aramark Uniform & Career Apparel Group, Inc.
TECGUARD	01/08/2013	85/818,457	12/31/2013	4460137	Registered	Aramark Uniform & Career Apparel Group, Inc.
WEARGUARD	05/23/2012	85/633,039	02/19/2013	4291536	Registered	Aramark Uniform & Career Apparel Group, Inc.
A. MARK STUDIO	01/17/2018	87/758,534	02/19/2019	5681913	Registered	Aramark Uniform & Career Apparel Group, Inc.
ACTIVE FLOOR CARE	07/17/2019	88/519,370	02/11/2020	5981944	Registered	Aramark Uniform & Career Apparel Group, Inc.

MARK	FILE DATE	APP NO	REG DATE	REG NO	STATUS	OWNER
AFASSCO	07/11/1984	73/489,295	10/08/1985	1364069	Registered	Aramark Uniform & Career Apparel Group, Inc.
APPARELONE	10/04/2000	76/140,587	05/28/2002	2574490	Registered	Aramark Uniform & Career Apparel Group, Inc.
BOROPTOL	05/13/1982	73/364,279	08/09/1983	1247548	Registered	Aramark Uniform & Career Apparel Group, Inc.
CAREGUARD	07/18/2006	78/932,074	11/27/2007	3346250	Registered	Aramark Uniform & Career Apparel Group, Inc.
CHLORESIN	05/18/1983	73/426,361	10/16/1984	1300136	Registered	Aramark Uniform & Career Apparel Group, Inc.
CLEANTRAK	09/27/2004	76/612,958	03/28/2006	3072565	Registered	Aramark Uniform & Career Apparel Group, Inc.
CREST	05/24/2006	78/891,625	03/13/2007	3217996	Registered	Aramark Uniform & Career Apparel Group, Inc.
EASYCARE	05/30/2012	85/638,061	11/20/2012	4246108	Registered	Aramark Uniform & Career Apparel Group, Inc.
FEMADRINE	12/26/1991	74/233,550	09/08/1992	1712994	Registered	Aramark Uniform & Career Apparel Group, Inc.
FUSIONTEC	12/14/2011	85/495,639	11/20/2012	4247317	Registered	Aramark Uniform & Career Apparel Group, Inc.
MAGNETIC MODULAR MAINTAINED	11/12/2018	88/190,634	04/23/2019	5735868	Registered	Aramark Uniform & Career Apparel Group, Inc.
MEDI-BAND	03/10/2003	76/496,273	03/07/2006	3064698	Registered	Aramark Uniform & Career Apparel Group, Inc.
MICROCLEAR XP	04/04/2017	87/397,518	08/28/2018	5551713	Registered	Aramark Uniform & Career Apparel Group, Inc.
MICROVANTAGE	08/29/2014	86/381,258	10/13/2015	4833319	Registered	Aramark Uniform & Career Apparel Group, Inc.
PAPENOL	07/18/1983	73/435,198	02/12/1985	1318852	Registered	Aramark Uniform & Career Apparel Group, Inc.

MARK	FILE DATE	APP NO	REG DATE	REG NO	STATUS	OWNER
PROSCAN	02/28/2017	87/353,251	06/05/2018	5487587	Registered	Aramark Uniform & Career Apparel Group, Inc.
SAFER. CLEANER. HEALTHIER and Atom Design	06/26/2020	90/022,734	08/17/2021	6457369	Registered	Aramark Uniform & Career Apparel Group, Inc.
STARCLEAN	02/06/2008	77/390,287	09/09/2008	3498725	Registered	Aramark Uniform & Career Apparel Group, Inc.
STARSHIELD	12/22/2003	76/978,421	02/27/2007	3213820	Registered	Aramark Uniform & Career Apparel Group, Inc.
STEELGUARD	08/14/2007	77/254,881	05/13/2008	3425938	Registered	Aramark Uniform & Career Apparel Group, Inc.
STITCH STUDIO	01/31/2017	87/318,829	09/04/2018	5556495	Registered	Aramark Uniform & Career Apparel Group, Inc.
SYSTEM 365	11/14/2011	85/472,229	11/06/2012	4239134	Registered	Aramark Uniform & Career Apparel Group, Inc.
TEAR TAPE	01/30/1990	74/024,170	11/27/1990	1624659	Registered	Aramark Uniform & Career Apparel Group, Inc.
VERITEX QC	07/17/2015	86/696,154	04/12/2016	4938491	Registered	Aramark Uniform & Career Apparel Group, Inc.
VITA COLD	07/06/2015	86/683,500	07/19/2016	5001478	Registered	Aramark Uniform & Career Apparel Group, Inc.
WEARGUARD ECO COLLECTION	12/03/2018	88/214,937	07/16/2019	5808679	Registered	Aramark Uniform & Career Apparel Group, Inc.
WEARGUARD SYSTEM 365 THREE- SEASON PRO-FIT	10/16/2014	86/425,238	04/21/2015	4723860	Registered	Aramark Uniform & Career Apparel Group, Inc.
DIRT DOG	10/22/2004	78/504,432	06/20/2006	3108033	Registered	Aramark Uniform & Career Apparel Group, Inc.
WE FIT THE WAY YOU WORK	10/13/2021	97/072,150	11/22/2022	6904988	Registered	Aramark Uniform & Career Apparel Group, Inc.
WESTERN FIRST AID	08/09/2012	85/699,667	08/06/2013	4378832	Registered	Aramark Uniform & Career Apparel Group, Inc.

MARK	FILE DATE	APP NO	REG DATE	REG NO	STATUS	OWNER
WESTERN FIRST AID & SAFETY	08/09/2012	85/699,274	08/20/2013	4386764	Registered	Aramark Uniform & Career Apparel Group, Inc.
. SAFER . CLEANER . HEALTHIER . SAFER CLEANER HEALTHIER in Ring Design	06/26/2020	90/022,653	08/17/2021	6457366	Registered	Aramark Uniform & Career Apparel Group, Inc.

Applications:

MARK	FILE DATE	APP NO	REG DATE	REG NO	STATUS	OWNER
FOR THE PEOPLE WHO MAKE IT ALL WORK	08/03/2023	79/378,156	N/A	N/A	Pending 66(a)	Aramark Uniform & Career Apparel Group, Inc.
V Design	05/15/2023	79/373,975	N/A	N/A	Pending 66(a)	Aramark Uniform & Career Apparel Group, Inc.
VESTIS & V Design	05/15/2023	79/372,435	N/A	N/A	Pending 66(a)	Aramark Uniform & Career Apparel Group, Inc.
VESTIS UNIFORMS & WORKPLACE SUPPLIES	03/27/2023	79/378,616	N/A	N/A	Pending 66(a)	Aramark Uniform & Career Apparel Group, Inc.
VESTIS UNIFORMS & WORKPLACE SUPPLIES & V Design	05/16/2023	79/372,436	N/A	N/A	Pending 66(a)	Aramark Uniform & Career Apparel Group, Inc.
GRAVITY MAT	01/11/2023	97/749,999	N/A	N/A	Pending	Aramark Uniform & Career Apparel Group, Inc.
VESTIS	10/26/2022	79/364,078	N/A	N/A	Pending 66(a)	Aramark Uniform & Career Apparel Group, Inc.
VESTIS UNIFORMS & WORKPLACE SOLUTION	10/26/2022	79/360,292	N/A	N/A	Pending 66(a)	Aramark Uniform & Career Apparel Group, Inc.
WORKSTITCH	10/26/2022	79/363,508	N/A	N/A	Pending 66(a)	Aramark Uniform & Career Apparel Group, Inc.