

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM551641

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|---|---|------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Heniff Transportation Systems, LLC | | 12/03/2019 | Limited Liability Company: ILLINOIS |
| Total Clean, LLC | | 12/03/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | KKR Loan Administration Services LLC, as Collateral Agent | | |
| Street Address: | 555 California Street, 50th Floor | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94104 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88167433 | HENIFF | |
| Serial Number: | 88167552 | HENIFF TRANSPORTATION SYSTEMS, LLC | |
| Registration Number: | 5798217 | TOTAL CLEAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175269899 | | |
| <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: | 6175269628 | | |
| Email: | cslattery@proskauer.com | | |
| Correspondent Name: | Christine Slattery | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | One International Place, 23rd Floor | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 43082 / 090 | | |
| NAME OF SUBMITTER: | Christine Slattery | | |
| SIGNATURE: | /Christine Slattery/ | | |
| DATE SIGNED: | 12/03/2019 | | |

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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of December 3, 2019, is made by HENIFF TRANSPORTATION SYSTEMS, LLC, a limited liability company formed under the laws of the state of Illinois and TOTAL CLEAN, LLC, a limited liability company formed under the laws of the state of Delaware (each, a “Grantor”, and collectively, the “Grantors”), in favor of KKR LOAN ADMINISTRATION SERVICES LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of December 3, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HF Parent LLC, a Delaware limited liability company (the “Initial Borrower” and after giving effect to the Acquisition and the Borrower Assumption, “Holdings”), as the initial borrower thereunder, whose rights and obligations therein will, immediately following the consummation of the Acquisition, be assumed pursuant to the Borrower Assumption by Heniff Holdco, LLC, a Delaware limited liability company (after giving effect to the Acquisition and the Borrower Assumption, the “Borrower”), CPV Heniff Blocker, Inc., a Delaware corporation (after giving effect to the Acquisition and the Borrower Assumption, “Intermediate Holdings”), the several lenders from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and KKR Loan Administration Services LLC, as the Administration Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the Security Agreement, dated as of December 3, 2019 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not

Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HENIFF TRANSPORTATION SYSTEMS, LLC
TOTAL CLEAN, LLC,
each, a Grantor

By: 
Name: Martin E. Martinson
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

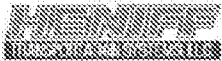
KKR LOAN ADMINISTRATION SERVICES LLC, as
the Collateral Agent

By: 
Name: John Knox
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Applications

| Trademark | Country | Application Serial No. / Filing Date | Status | Current Owner of Record |
|--|---------------|--------------------------------------|---------|------------------------------------|
| HENIFF | United States | 88167433 24-Oct-2018 | PENDING | Heniff Transportation Systems, LLC |
| HENIFF TRANSPORTATION SYSEMS, LLC and Design  | United States | 88167552 24-Oct-2018 | PENDING | Heniff Transportation Systems, LLC |

Trademark Registrations

| Trademark | Country | Application Serial No. / Filing Date | Registration No. / Date | Status | Current Owner of Record |
|-------------|---------------|--------------------------------------|-------------------------|------------|-------------------------|
| TOTAL CLEAN | United States | 88167581 24-Oct-2018 | 5798217 9-Jul-2019 | REGISTERED | Total Clean, LLC |