

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT II LLC		07/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR LOAN ADMINISTRATION SERVICES LLC		
Street Address:	30 HUDSON YARDS		
Internal Address:	SUITE 7500		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2321244	SWEEPING CORPORATION OF AMERICA	
Registration Number:	4866874	ENVIROSWEEP	
Registration Number:	6183695	SWEEPING THE NATION	
Registration Number:	6155561	VERIFIED SWEEPING SERVICE	
Registration Number:	6011636	SWEEPING AMERICA ONE MILE AT A TIME	
Registration Number:	6182592	SCA SWEEPING CORPORATION OF AMERICA	
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:	617.526.9684		
Email:	ypan@proskauer.com		
Correspondent Name:	Yee-Chung Chen		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	32868-117		

CH \$165.00 2321244

NAME OF SUBMITTER:	Yee-Chung Chen
SIGNATURE:	/Yee-Chung Chen/
DATE SIGNED:	07/05/2022
Total Attachments: 8 source=Assignment of Trademark Security Agreement#page1.tif source=Assignment of Trademark Security Agreement#page2.tif source=Assignment of Trademark Security Agreement#page3.tif source=Assignment of Trademark Security Agreement#page4.tif source=Assignment of Trademark Security Agreement#page5.tif source=Assignment of Trademark Security Agreement#page6.tif source=Assignment of Trademark Security Agreement#page7.tif source=Assignment of Trademark Security Agreement#page8.tif	

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS (“Agreement”) dated as of July 1, 2022 (the “Effective Date”), is made by and between GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT II LLC (“GSAM”), in its capacity as the transferring Administrative Agent and transferring Collateral Agent under the Credit Agreement (as defined below) and the other Loan Documents (as defined in the Credit Agreement) (in such applicable capacities, the “Former Agent”), and KKR LOAN ADMINISTRATION SERVICES LLC (“KKR”), in its capacity as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Loan Documents (in such capacities, respectively, the “New Administrative Agent” and the “New Collateral Agent” and collectively, the “New Agent”).

WHEREAS, reference is made to the Credit Agreement, dated as of November 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), among Borrower, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time and GSAM, as Administrative Agent and Collateral Agent. Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement.

WHEREAS, GSAM, as the Former Agent under those certain short form Trademark Security Agreements identified on Schedule A hereto (each as amended, modified, restated or supplemented, the “Security Agreements”), has been granted security interests in certain Trademarks identified in such Security Agreements, including the trademarks identified on Schedule B attached hereto (collectively, the “Trademark Collateral”);

WHEREAS, GSAM and KKR have entered into that certain AGENCY TRANSFER AGREEMENT, dated and effective as of the date hereof (the “Transfer Agreement”), pursuant to which GSAM as the Former Agent has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and KKR has been appointed as New Administrative Agent and New Collateral Agent under the Credit Agreement and the other Loan Documents;

WHEREAS, as of the Effective Date, pursuant to the terms of the Transfer Agreement, GSAM assigned to KKR the security interests granted to GSAM under the Credit Agreement and the other Loan Documents, and KKR assumed all such security interests, for its benefit and for the benefit of the Secured Parties; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Transfer Agreement or Security Agreements, as applicable.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. GSAM hereby confirms that all right, title and interest in and to the security interests granted to GSAM, in its capacity as the Former Agent, under the Credit

Agreement and the other Loan Documents, including, without limitation, the security interest granted to the Former Agent in the Trademark Collateral, have been conveyed, assigned and transferred to KKR, in its capacity as the New Agent, and its successors and permitted assigns, and to the extent that any such right, title or interest has not been so conveyed, assigned and transferred, GSAM, in its capacity as the Former Agent, hereby conveys, assigns and transfers to KKR, in its capacity as the New Agent, all such right, title and interest in and to such security interests in the Trademark Collateral (the "Assignment"), and in connection therewith, GSAM does hereby release, relinquish, terminate, cancel and discharge all of its right, title and interest in and to the Trademark Collateral.

2. Purpose. This Agreement has been executed and delivered by the Former Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. The Assignment confirmed herein has been assigned in connection with the Transfer Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Transfer Agreement, the terms of the Transfer Agreement shall control.

3. Further Assurances. The Former Agent agrees that, on and after the Effective Date, in each case at the Borrower's expense, the Former Agent shall take such actions as may be reasonably requested by the New Agent from time to time in order to effect and evidence the matters covered hereby.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

5. APPLICABLE LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

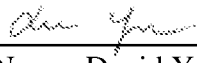
6. WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH PARTY HERETO HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE A COPY

OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT
OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Remainder of page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, Former Agent and New Agent each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

**GOLDMAN SACHS PRIVATE MIDDLE
MARKET CREDIT II LLC, as Former Agent**

By: 
Name: David Yu
Title: Managing Director

**KKR LOAN ADMINISTRATION SERVICES
LLC, as New Agent**

By: John Knox
Name: John Knox
Title: Authorized Signatory

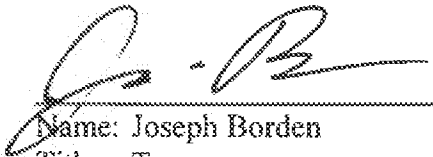
[Signature Page to Assignment of Trademark Security Agreements]

AGREED AND ACKNOWLEDGED by the Borrower and Grantors:

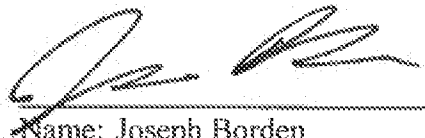
**SWEEPING CORPORATION OF AMERICA,
LLC, AS GRANTOR**

By: 
Name: Joseph Borden
Title: Treasurer

ENVIROSWEET, LLC, AS GRANTOR

By: 
Name: Joseph Borden
Title: Treasurer

**SWEEP AMERICA INTERMEDIATE
HOLDINGS, LLC, AS GRANTOR**

By: 
Name: Joseph Borden
Title: Treasurer

[Signature Page to Assignment of Trademark Security Agreements]

**TRADEMARK
REEL: 007769 FRAME: 0820**

SCHEDULE A

Security Agreements

1. Trademark Security Agreement, dated as of November 30, 2020 between Sweeping Corporation of America, Inc., as Grantor, and Goldman Sachs Private Middle Market Credit II LLC, as Collateral Agent, recorded at Reel/Frame Numbers 7118/0468 on November 30, 2020 at the USPTO.
2. Trademark Security Agreement, dated as of November 30, 2020 between Envirosweep, LLC, as Grantor, and Goldman Sachs Private Middle Market Credit II LLC, as Collateral Agent, recorded at Reel/Frame Numbers 7118/0460 on November 30, 2020 at the USPTO.
3. Trademark Security Agreement, dated as of November 30, 2020 between Sweep America Intermediate Holdings, LLC, as Grantor, and Goldman Sachs Private Middle Market Credit II LLC, as Collateral Agent, recorded at Reel/Frame Numbers 7118/0443 on November 30, 2020 at the USPTO.

SCHEDULE B

Trademark Collateral

**TRADEMARK REGISTRATIONS AND
APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SWEEPING CORPORATION OF AMERICA	75625791	January 20, 1999	2321244	February 22, 2000
ENVIROSWEET	86619843	May 5, 2015	4866874	December 8, 2015
SWEEPING THE NATION	88785667	February 5, 2020	6183695	October 27, 2020
VERIFIED SWEEPING SERVICE	88785784	February 5, 2020	6155561	September 15, 2020
SWEEPING AMERICA ONE MILE AT A TIME	88391184	April 18, 2019	6011636	March 17, 2020
SCA SWEEPING CORPORATION OF AMERICA	88314961	February 25, 2019	6182592	October 27, 2020