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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM784810 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pointe Pest Control - ID, LLC		02/06/2023	Limited Liability Company: IDAHO

### **RECEIVING PARTY DATA**

Name:	TCG Senior Funding L.L.C., as Collateral Agent		
Street Address:	One Vanderbilt Avenue, Suite 3400		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	6771411	POINTE
Registration Number:	6736406	POINTE PEST CONTROL

### **CORRESPONDENCE DATA**

**Fax Number:** 3128637806

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.

**Phone:** 3128637198

**Email:** nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300 Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	8477.002
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	02/06/2023

### **Total Attachments: 5**

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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of February 6, 2023 is made by POINTE PEST CONTROL - ID, LLC, an Idaho limited liability company (the "<u>Grantor</u>"), in favor of TCG Senior Funding L.L.C. (in its individual capacity, "<u>Carlyle</u>"), as Collateral Agent (the "<u>Collateral Agent</u>") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on <u>Schedule A</u> annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") by and among Carlyle, as a Joint Agent, Paying Agent and Collateral Agent, PestCo, LLC, a Delaware limited liability company ("PestCo"), Envirotrol Pest Solutions LLC, a Texas limited liability company ("Envirotrol"), EcoTeam, LLC, a Texas limited liability company ("EcoTeam"), Pointe Pest Control - IL, LLC, an Illinois limited liability company ("Pointe"), DisinfectionWork, LLC, a Texas limited liability company ("DisinfectionWork"), PestCo Intermediate 2, LLC, a Delaware limited liability company ("Intermediate 2"), PestCo Acquisition, LLC, a Delaware limited liability company ("PestCo Acquisition"), Alliance Commercial Pest Control, LLC, a New Jersey limited liability company ("ACPC"), PestCo MD, LLC, a Maryland limited liability company ("PestCo MD"), Pointe Pest Control -ID, LLC, an Idaho limited liability company ("Pointe Pest ID"), Pointe Pest Control-OR, LLC, an Idaho limited liability company ("Pointe Pest OR"; together with PestCo, Envirotrol, EcoTeam, Pointe, DisinfectionWork, Intermediate 2, PestCo Acquisition, ACPC, PestCo MD and Point Pest ID, collectively the "Borrowers" and each individually, a "Borrower"), PestCo Intermediate, LLC, a Delaware limited liability company ("Parent Guarantor"), the lenders party thereto and Ares Capital Corporation, as a Joint Agent.

WHEREAS, pursuant to the terms of the Amended and Restated Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and the Collateral Agent, Grantor has granted to the Collateral Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (as defined in the Collateral Agreement), including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Collateral Agent, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule A hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to

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the filing and acceptance 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);

- (b) all extensions and renewals of any of the foregoing;
- (c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and
- (d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on <a href="Schedule A">Schedule A</a> hereto, or injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent of the Collateral Agent, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in the Collateral Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

This Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State Of New York, be governed by and shall be construed and enforced in accordance with the laws of the State of New York.

[signature pages follow]

POINTE PEST CONTROL - ID, LLC, an Idaho limited liability company

By: Name: Elizabeth Borow

Title: Manager

**COLLATERAL AGENT:** 

TCG SENIOR FUNDING L.L.C.

Name: Joshua Lefkowitz

Title: Authorized Signatory

# SCHEDULE A to the Trademark Security Agreement

# U.S. Trademarks of Debtor

Registration No.	Registration Date	Registered Owner	<u>Mark</u>
6771411	06/28/2022	Pointe Pest Control - ID, LLC	POINTE
6736406	05/24/2022	Pointe Pest Control - ID, LLC	POINTE PEST CONTROL

**RECORDED: 02/06/2023** 

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