

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM857715

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT II LLC		12/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR LOAN ADMINISTRATION SERVICES LLC		
<b>Street Address:</b>	30 HUDSON YARDS		
<b>Internal Address:</b>	SUITE 7500		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4403188	CLEANSTREET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617.526.9653		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Bethany Johnson		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2600		
<b>ATTORNEY DOCKET NUMBER:</b>	32868.117		
<b>NAME OF SUBMITTER:</b>	Bethany Johnson		
<b>SIGNATURE:</b>	/Bethany Johnson/		
<b>DATE SIGNED:</b>	12/01/2023		
<b>Total Attachments: 8</b>			
source=Sweep - Agent Transfer (GSAM to KKR ) - Assignment of Trademark Security Agreements			

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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENTS (“Agreement”) dated as of December 1, 2023 (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 KKR (as successor to GSAM), as Administrative Agent and Collateral Agent.

**WHEREAS**, GSAM, as the Former Agent under that certain short form Trademark Security Agreement identified on Schedule A hereto (as amended, modified, restated or supplemented, the “Security Agreement”), has been granted security interests in certain Trademarks identified in such Security Agreement, including the trademark 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 July 1, 2022 (the “Transfer Agreement”), pursuant to which GSAM as the Former Agent 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 Agreement, 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 all right, title and interest in, to and under 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, to and under 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, to and under the Trademark Collateral. This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the security interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent to use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

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.

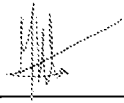
6. WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN 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: Greg Watts  
Title: Authorized Signatory

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

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

AGREED AND ACKNOWLEDGED by the Borrower and Grantor:

**CLEANSTREET, LLC, AS GRANTOR**

By: \_\_\_\_\_

  
Name: Gary L. Quinn Jr.

Title: Treasurer



## **SCHEDULE A**

### **Security Agreements**

1. Trademark Security Agreement, dated as of June 25, 2021 between Cleanstreet, LLC, as Grantor, and Goldman Sachs Private Middle Market Credit II LLC, as Collateral Agent, recorded at Reel/Frame Numbers 7340/0344 on June 30, 2021 at the USPTO.

**SCHEDULE B**

**Trademark Collateral**

**TRADEMARK REGISTRATIONS AND  
APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
CLEANSTREET	85844728	2/8/13	4403188	9/17/13