

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GroundsPro, LLC		01/02/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 S. Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98241085	GROUNDSPRO	
CORRESPONDENCE DATA			
Fax Number:	<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7428.090		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	01/03/2024		
Total Attachments: 5			
source=NEED RECORDED COPY - Trademark Security Agreement (GroundsPro LLC)#page1.tif			
source=NEED RECORDED COPY - Trademark Security Agreement (GroundsPro LLC)#page2.tif			

OP \$40.00 98241085

source=NEED RECORDED COPY - Trademark Security Agreement (GroundsPro LLC)#page3.tif

source=NEED RECORDED COPY - Trademark Security Agreement (GroundsPro LLC)#page4.tif

source=NEED RECORDED COPY - Trademark Security Agreement (GroundsPro LLC)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 2, 2024, is made by GROUNDSPRO, LLC, a Delaware limited liability company ("Grantor"), in favor of Twin Brook Capital Partners, LLC ("Twin Brook"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and itself as a Lender.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 25, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among CL Services Acquisition, LLC, a Delaware limited liability company ("Borrower"), CL Services Intermediate, LLC, a Delaware limited liability company ("Holdings"), the other Loan Parties party thereto from time to time, the lenders party thereto from time to time, as Lenders, and the Agent have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to that certain Guarantee and Collateral Agreement dated as of April 25, 2023 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all exclusive IP licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and agrees 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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


Very truly yours,

GROUNDSPRO, LLC, a Delaware limited liability company, as Grantor

By: *Leanne Flannery*
Name: Leanne Flannery
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent


By: Kimberly Trick (Dec 29, 2023 12:36 AST)
Name: Kim Trick
Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

REGISTERED TRADEMARKS/APPLICATIONS

Grantor	Mark	Serial Number	Registration Number / Registration Date
GroundsPro, LLC	GROUNDSPRO	98241085	Pending application filed 10/26/23

TRADEMARK LICENSES

None.