

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI208538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kept Companies, Inc.		04/30/2024	Corporation: NEW JERSEY
FW Fleet Clean, LLC		04/30/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BMO Bank N.A.		
Street Address:	320 South Canal Street		
Internal Address:	Floor 14		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	98165573	FLEETWASH	
Serial Number:	98025607	KEPT COMPANIES	
Serial Number:	98165597	KEPT COMPANIES	
Serial Number:	98025612	FLEETWASH	
Registration Number:	5600172	FLEET CLEAN	
Registration Number:	4153464	FLEET CLEAN	
Registration Number:	5600174	FLEET CLEAN USA	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	013757.00158		

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NAME OF SUBMITTER:	MARK PARNABY
SIGNATURE:	MARK PARNABY
DATE SIGNED:	05/02/2024
Total Attachments: 5 source=Kept Companies - Trademark Security Agreement (Executed)#page1.tif source=Kept Companies - Trademark Security Agreement (Executed)#page2.tif source=Kept Companies - Trademark Security Agreement (Executed)#page3.tif source=Kept Companies - Trademark Security Agreement (Executed)#page4.tif source=Kept Companies - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of April 30, 2024, between KEPT COMPANIES, INC., a New Jersey corporation and FW FLEET CLEAN, LLC, a Delaware limited liability company (collectively, the “Grantors,” and each a “Grantor”) in favor of BMO BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”).

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of April 30, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Administrative Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

KEPT COMPANIES, INC.,
as a Grantor

By: 
Name: Anthony DiGiovanni
Title: Chief Executive Officer

FW FLEET CLEAN, LLC,
as a Grantor

By: 
Name: Anthony DiGiovanni
Title: Chief Executive Officer

BMO BANK N.A.,
as Administrative Agent



By: _____


Name: Daniel C. Johnson

Title: Managing Director


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. TRADEMARK APPLICATIONS

Trademark	Serial No. / Filing Date	Registered Owner
FLEETWASH and Design FLEETWASH	98165573 September 5, 2023	Kept Companies, Inc.
KEPT COMPANIES	98025607 June 2, 2023	Kept Companies, Inc.
KEPT COMPANIES and Design 	98165597 September 5, 2023	Kept Companies, Inc.
FLEETWASH	98025612 June 2, 2023	Kept Companies, Inc.

2. REGISTERED TRADEMARKS

Trademark	Reg. No. / Reg. Date	Registered Owner
FLEET CLEAN	5600172 November 6, 2018	FW FLEET CLEAN, LLC
FLEET CLEAN and Design 	4153464 June 5, 2012 Renewed: December 5, 2022	FW FLEET CLEAN, LLC
FLEET CLEAN USA	5600174 November 6, 2018	FW FLEET CLEAN, LLC