

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABM Industries Incorporated		09/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street, 5th Floor, NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	5059871	MPOWER	
Registration Number:	4997493	PRICEBUILDER	
Registration Number:	5087813	EMPOWER TRAINING SERVICES	
Registration Number:	4668226	ABM GREEN CARE FOR FACILITIES, INSIDE &	
Registration Number:	4473383	SOUTHERN M A N A G E M E N T KEEPING SCH	
Registration Number:	4169337	BUILDING VALUE	
Registration Number:	4169336	ABM	
Registration Number:	4169335	ABM BUILDING VALUE	
Registration Number:	4035071	TEGGPRO	
Registration Number:	3070896	ABM	
Registration Number:	3820644	ONESOURCE	
Registration Number:	3926485	ONESOURCE LANDSCAPE & GOLF SERVICES, INC	
Registration Number:	3749140	STERLING SERVICES METAL. MARBLE. WOOD. D	
Registration Number:	3820553	ABM ONEPASS	
Registration Number:	3755670	ABM GREENCARE	
Registration Number:	4335057	STERLING SERVICES	
Registration Number:	3252707	LINC SERVICE	
Registration Number:	2709196	LINC SERVICE	
Registration Number:	2426135		

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Property Type	Number	Word Mark
Registration Number:	2426108	ONE SOURCE
Registration Number:	2925496	ONESOURCE
Registration Number:	2117862	LINCLASER
Registration Number:	1776044	TEGG
Registration Number:	1096975	ABM
Registration Number:	1231308	LINC SYSTEM
Registration Number:	1196997	LINC
Registration Number:	1208994	LINC SERVICE
Registration Number:	0659936	ABM
Serial Number:	87379769	ENHANCING THE PATIENT EXPERIENCE
Serial Number:	86825575	VALUEBUILDER

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0195
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	09/01/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 1, 2017 (this “Agreement”), among ABM Industries Incorporated (the “Grantor”) and Bank of America, N.A. (“Bank of America”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of September 1, 2017, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ABM INDUSTRIES INCORPORATED (the “Company”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, Bank of America, as Administrative Agent, JPMorgan Chase Bank, N.A., as Syndication Agent and U.S. Bank National Association, The Bank of Tokyo-Mitsubishi UFJ, Ltd., Wells Fargo Bank, N.A., PNC Bank, National Association, Citizens Bank, N.A., HSBC Bank USA, N.A, Capital One, National Association, KeyBank National Association and SunTrust Bank, as Co-Documentation Agents and (b) the Collateral Agreement dated as of September 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Company, the Subsidiary Loan Parties from time to time party thereto and Bank of America, as Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Company, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, social media identifiers, other source or business identifiers, designs and general intangibles of like nature, 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 similar office in any State of the United States of America, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of the Grantor, any of the foregoing set forth under its name on Schedule I, but excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect hereto; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the


Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ABM INDUSTRIES INCORPORATED

By 
Name: Thomas J. Gallo
Title: Vice President and Treasurer

BANK OF AMERICA, N.A., as
Administrative Agent

By Christine Trotter
Name: Christine Trotter
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006145 FRAME: 0445

SCHEDULE I

Trademarks/Trade Names Owned by ABM Industries Incorporated

U.S. Trademark Registrations

Mark	Registration No.
MPOWER	5059871
PRICEBUILDER	4997493
EMPOWER TRAINING SERVICES	5087813
ABM GREEN CARE FOR FACILITIES, INSIDE & OUT	4668226
SOUTHERN MANAGEMENT KEEPING SCHOOLS CLEAN AN ABM COMPANY	4473383
BUILDING VALUE	4169337
ABM BUILDING VALUE	4169336
ABM BUILDING VALUE	4169335
TEGGPRO	4035071
ABM	3070896
ONESOURCE	3820644
ONESOURCE LANDSCAPE & GOLF SERVICES, INC. AN ABM COMPANY	3926485
STERLING SERVICES METAL. MARBLE. WOOD. DOORS AN ABM COMPANY	3749140
ABM ONEPASS	3820553
ABM GREENCARE	3755670
STERLING SERVICES	4335057
LINC SERVICE	3252707
LINC SERVICE	2709196
DESIGN ONLY	2426135
ONE SOURCE	2426108
ONE SOURCE	2925496
LINCLASER	2117862
TEGG	1776044
ABM	1096975
LINC SYSTEM	1231308
LINC	1196997
LINC SERVICE	1208994
ABM	0659936

U.S. Trademark Applications

Mark	Application No.
ENHANCING THE PATIENT EXPERIENCE	87379769
VALUEBUILDER	86825575