

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kline's Services, LLC		04/03/2017	Limited Liability Company: DELAWARE
Wind River Environmental, LLC		04/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as collateral agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2482265	WIND RIVER ENVIRONMENTAL	
Registration Number:	4542717	K-ZYME	
Registration Number:	4525429	KLINE'S DOING THE JOB RIGHT!	
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>			
Email:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S Wacker Drive, Ste 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	04/05/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of this 3rd day of April, 2017 by KLINE’S SERVICES , LLC (f/k/a KLINE’S SOLUTIONS, LLC), a Delaware limited liability company, and WIND RIVER ENVIRONMENTAL, LLC, a Delaware limited liability company (each, a “Grantor” and, together, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) pursuant to the Note Agreement (as defined below):

W I T N E S S E T H

WHEREAS, WRE Holding Corp., as issuer (the “Issuer”), each Grantor, the other Guarantors party thereto (collectively with each Grantor and the Issuer, each, a “Loan Party” and collectively, the “Loan Parties”), the Purchasers named in the Purchaser Schedule attached thereto and the Collateral Agent are parties to that certain Note Purchase, Security and Guarantee Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the “Note Agreement”; all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Agreement) providing for the issuance and sale from time to time of the Issuer’s senior subordinated notes to the Purchasers;

WHEREAS, the Loan Parties have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of the Loan Parties, including all rights, title and interests of each Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by each Grantor’s trademarks, patents, copyrights, intellectual property licenses and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Note Agreement and the Note Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Note Agreement. The Note Agreement and the terms and provisions thereof are hereby incorporated herein, mutatis mutandis, in their entirety by this reference thereto. All rights and remedies herein granted to the Collateral Agent and the Secured Parties are granted in conjunction with the rights and remedies granted under the Note Agreement, the Note Documents, the UCC and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks, Patents, Copyrights and IP Licenses (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks, the Patents, the Copyrights and the IP Licenses) with or without judicial process upon the occurrence of an Event of Default that is continuing. In the event of a conflict between the terms of this Agreement and the Note Agreement, the Note Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its grant pursuant to the Note Agreement, of a Lien on and a security interest in, all of each Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

- (i) each of its trademark registrations and trademark applications, including, without limitation, those listed on Schedule I annexed hereto, each of its patents and

patent applications, including without limitation, those listed on Schedule II, each of its copyrights, including, without limitation, those listed on Schedule III and each of its intellectual property licenses, (such trademarks, patents, copyrights and intellectual property licenses referred to as the “Trademarks”, “Patents”, “Copyrights” and “IP Licenses” respectively), together with any renewals, reversions, reissues, reexaminations, continuations, continuations-in-part, divisionsals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all income, royalties, liabilities, products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark; but (for the avoidance of doubt) excluding the Excluded Collateral.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or encumber its rights and interest in the Trademarks, Patents, Copyrights or IP Licenses without prior written consent of the Collateral Agent except to the extent otherwise permitted pursuant to the Note Agreement.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Note Agreement that is continuing, each Grantor hereby covenants and agrees that the Collateral Agent, for its benefit and the benefit of the Secured Parties and as the holder of a security interest under the UCC, may take such action permitted under the Note Agreement, the Note Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents, Copyrights and/or IP Licenses covered hereby. Each Grantor hereby authorizes and empowers the Collateral Agent, its successors and assigns, and any officer or agent of the Collateral Agent as the Collateral Agent may select, in its exclusive discretion, as each Grantor’s true and lawful attorney-in-fact, with the power to endorse each Grantor’s name on all applications, assignments, documents, papers and instruments necessary for the Collateral Agent, to use the Trademarks, Patents, Copyrights and/or IP Licenses or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents, Copyrights and/or IP Licenses to anyone else, or necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights and/or IP Licenses to anyone else including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, upon the occurrence of an Event of Default under the Note Agreement, provided that the Collateral Agent shall not assign or otherwise dispose of any Trademark owned by each Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Note Agreement and the Note Documents, and until all Obligations are indefeasibly paid and satisfied in full in cash, the Commitment Period shall have been terminated or expired and the Note Agreement is terminated.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other rights or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on the Collateral Agent, any Noteholder or their respective permitted successors and assigns.

6. Grantors Remain Liable. Each Grantor hereby agrees that anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution,

defense, enforcement or any other necessary actions in connection with its Copyrights/Patents/Trademarks/IP Licenses subject to a security interest hereunder.

7. Counterparts. This 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. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

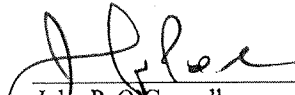
8. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

9. Waiver of Jury Trial. **THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, THE NOTE AGREEMENT, THE NOTE DOCUMENTS ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY, THE OBLIGATIONS OR THE COLLATERAL.**

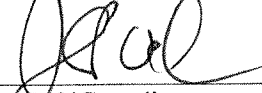
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

KLINE'S SERVICES, LLC

By: 
Name: John P. O'Connell
Title: Chief Executive Officer


WIND RIVER ENVIRONMENTAL, LLC

By: 
Name: John P. O'Connell
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

Agreed and Accepted,

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**
as Collateral Agent

By: 
Name: Joshua S. James
Title: Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS & APPLICATIONS

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Wind River Environmental, LLC	WIND RIVER ENVIRONMENTAL	U.S.	76/109583	8/15/2000	2482265	8/28/2001
Kline's Services, LLC (f/k/a Kline's Solutions, LLC)	K-ZYME (WITH DESIGN)	U.S.	86/071632	9/23/2013	4542717	6/3/2014
Kline's Services, LLC (f/k/a Kline's Solutions, LLC)	Kline's Doing the Job Right! (with design)	U.S.	86/071775	9/23/2013	4525429	5/6/2014

SCHEDULE II

PATENT REGISTRATIONS & APPLIATIONS

None.

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

EXHIBIT 1

TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents and patent applications listed on Schedule B attached hereto and made a part hereof (“Patents”), which are registered in the United States Patent and Trademark Office and (iii) copyrights listed on Schedule C attached hereto and made a part hereof (“Copyrights”); and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said [**Trademarks/Patents/Copyrights**];

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated April 3, 2017 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the [**Trademarks/Patents/Copyrights**] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent/Copyright Assignment to be executed as of the ___ day of _____.

[_____]

By: _____

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