

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USES CORP.		06/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	White Oak Commercial Finance, LLC		
Street Address:	1700 Broadway, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3575229	USSG UNITED STATES SERVICES GROUP	
Registration Number:	3575233	USES UNITED STATES ENVIRONMENTAL SERVICE	
Registration Number:	3575232	USMSI UNITED STATES MARITIME SERVICES, I	
Registration Number:	3575228	USIS UNITED STATES INDUSTRIAL SERVICES,	
Registration Number:	3575231	ABCLEAN ENVIRONMENTAL AND INDUSTRIAL CLE	
Registration Number:	3575227	TANKCO	
Registration Number:	3798806	USIS UNITED STATES INDUSTRIAL SERVICES	
Registration Number:	4257076	USES UNITED STATES ENVIRONMENTAL SERVICE	
CORRESPONDENCE DATA			
Fax Number:	3364781142		
<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:	336-478-1138		
Email:	srh@crlaw.com		
Correspondent Name:	Susie Hayes		
Address Line 1:	235 N. Edgeworth		
Address Line 4:	Greensboro, NORTH CAROLINA 27401		
NAME OF SUBMITTER:	Susie Hayes		
SIGNATURE:	/Susie Hayes/		

OP \$215.00 3575229

DATE SIGNED:

07/07/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made and entered into this 22nd day of June, 2017, by and between USES CORP., a Delaware corporation ("Debtor"), and WHITE OAK COMMERCIAL FINANCE, LLC, a Delaware limited liability company ("Secured Party").

WITNESSETH:

WHEREAS, Debtor, USES, Inc. and United States Environmental Services, L.L.C. (collectively, "Borrowers") and Secured Party are parties to that certain Loan and Security Agreement, dated of even date herewith (such Loan and Security Agreement, as amended, modified, supplemented or restated from time to time, being herein called the "Loan Agreement"), pursuant to which Secured Party has agreed to make loans and advances and extend credit to Borrowers, all as more particularly described therein; and

WHEREAS, pursuant to the Loan Agreement, Debtor has granted Secured Party a security interest in all of its general intangibles, whether now owned or hereafter acquired, including, without limitation, all trademarks registered in the United States Patent and Trademark Office, together with the goodwill of the business in connection with which such trademarks may be used and the royalties and other fees which become due for the use of such trademarks; and

WHEREAS, to better secure Secured Party in respect of the foregoing, Debtor has agreed to execute and deliver this Agreement for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Debtor agrees with Secured Party as follows:

1. Defined Terms. All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, grants, transfers and conveys to Secured Party, for security purposes, all of Debtor's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and whether registered and unregistered and wherever the same may be located (the "Trademark Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers,

domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(c) all general intangibles (as defined in the Uniform Commercial Code as enacted in the State of New York) related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(d) all proceeds of any and all of the foregoing Trademark Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis, to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law with respect thereto, provided that upon submission and acceptance of the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. §1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. Representations, Warranties and Covenants of Debtor. Debtor represents, warrants and covenants with respect to Trademark Collateral that:

(a) The Trademark Collateral is, to the best of its knowledge, subsisting and has not been judged invalid or unenforceable;

(b) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral;

(c) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice as required by applicable law in connection with its use of the Trademark Collateral;

(d) Debtor will maintain the quality of the products associated with the Trademark Collateral, generally at a level consistent with the quality as of the effective date of this Agreement, subject to the introduction of new products from time to time, and product modifications in the ordinary course of business; and

(e) Debtor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

4. [Reserved].

5. Restrictions on Future Agreements. Debtor agrees that, until Payment in Full, it will not without Secured Party's prior written consent enter into any agreement which would violate Debtor's duties under this Agreement, and Debtor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity and enforcement of the rights granted to Secured Party under this Agreement.

6. After-Acquired Trademark Rights. If, before Payment in Full, Debtor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark for any renewal of any Trademark, the provisions of paragraph 1 hereof shall automatically apply thereto, and Debtor shall give to Secured Party prompt notice thereof in writing. Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademark Collateral under paragraph 1 hereof or this paragraph 6.

7. Debtor's Rights Prior to Event of Default. Unless and until there shall have occurred and be continuing an Event of Default, Debtor shall continue to own, and may use and enjoy the Trademark Collateral in connection with its business operations, but only in a manner consistent with the presentation of their current substance, validity and registration.

8. Remedies Upon Event of Default. If an Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and, specifically, those of a Secured Party under the Uniform Commercial Code as enacted in the State of New York. Notice of any sale or other disposition of the Trademark Collateral shall be deemed reasonable and sufficient if given the Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of any of the Trademark Collateral is to be made.

9. [Reserved].

10. Release of Security Interest. Promptly after Payment in Full, Secured Party shall execute and deliver to Debtor, at Debtor's sole expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of Secured Party's security interest in the Trademark Collateral, including all documentation necessary to reflect such release in the United States Patent and Trademark Office.

11. [Reserved].

12. Litigation and Proceedings.

(a) Debtor shall take all reasonable and necessary action, through counsel reasonably acceptable to Secured Party, to prosecute diligently any trademark application of the Trademarks material to the Debtor's business pending as of the date of this Agreement or thereafter, other than those discontinued or abandoned in the ordinary course of business, until Payment in Full and to preserve and maintain all rights in trademark applications and trademarks of the Trademarks in the ordinary course of business. Any expenses incurred in connection with such an application shall be borne by Debtor. Debtor shall not abandon any right to file a trademark application, or any pending trademark application or trademark, other than those discontinued or abandoned in the ordinary course of business without the consent of Secured Party, which consent shall not be unreasonably withheld.

(b) Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name, as the holder of a security interest in the Trademark Collateral material to the Debtor's business, to enforce the Trademarks, and any license thereunder, in which event Debtor shall at the request of Secured Party do any and all lawful acts (including bringing suit) and execute any and all proper documents reasonably required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all reasonable and documented costs and expenses incurred in the exercise of its rights under this paragraph 12. Nothing herein shall be deemed to prohibit Debtor from bringing any

such suit in its own name at any time that an Event of Default does not exist, if Secured Party declines to institute suit.

13. Secured Party May Perform. If Debtor fails to comply with any of its obligations hereunder, Secured Party may do so in Debtor's name or in Secured Party's name, but at Debtor's expense, and Debtor agrees to reimburse Secured Party in full for all reasonable and documented expenses, including reasonable and documented attorney's fees, incurred by Secured Party in prosecuting, defending or maintaining the Trademarks or Secured Party's interest therein pursuant to this Agreement.

14. [Reserved].

15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof and Section 11.5 of the Loan Agreement.

16. Binding Effect; Benefits. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. [Reserved].

18. Inconsistent Terms. If any provision contained herein is in direct conflict with any provision in the Loan Agreement, the provision of the Loan Agreement shall govern and control.

19. Miscellaneous. The terms and provisions of Sections 3.8, 11.1, 11.4, 11.7, 11.11, 11.12, 11.13 and 11.14 of the Loan Agreement ("Power of Attorney"; "Notices"; "Indemnification; Reimbursement of Expenses"; "Severability"; "GOVERNING LAW"; "SUBMISSION TO JURISDICTION"; "SERVICE OF PROCESS"; and "JURY TRIAL") are hereby incorporated herein by reference, and shall apply to this Agreement *mutatis mutandis* as if fully set forth herein. This Agreement shall constitute a "Loan Document" for all purposes of the Loan Agreement and the other Loan Documents.

(signatures begin on next page)

WITNESS the execution hereof on the day and year first above written.

USES CORP.
("Debtor")

By: *Kenneth Cherry*
Name: Kenneth Cherry
Title: CEO

STATE OF TEXAS

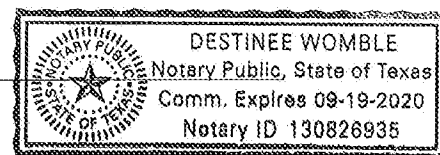
COUNTY OF HARRIS

I, Destinee Womble, a Notary Public of the State and County aforesaid, certify that Kenneth Cherry personally appeared before me this day and acknowledged that he is CEO of USES Corp., a Delaware corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him in the company's name.

WITNESS my hand and official stamp or seal, this 20th day of June, 2017.

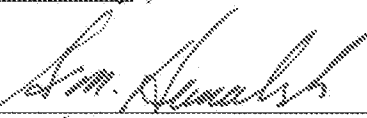
Destinee Womble
Notary Public

My Commission Expires:



Signature Page to Trademark Security Agreement

WHITE OAK COMMERCIAL FINANCE, LLC
("Secured Party")


By: 
Name: GERARD M. HANABERG
Title: EVP

STATE OF NEW YORK

COUNTY OF NEW YORK

I, Kim Currie Weissheier, a Notary Public of the State and County aforesaid, certify that Gerard M. Hanaberg personally appeared before me this day and acknowledged that he is EVP of WHITE OAK COMMERCIAL FINANCE, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in the company's name.

WITNESS my hand and official stamp or seal, this 15th day of June, 2017.



Notary Public **KIM CURRIE WEISSHEIER**
NOTARY PUBLIC, State of New York
No. 5000887
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires August 17, 2018

My Commission Expires: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006100 FRAME: 0546

**SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT**

Trademark and Service Mark Registrations and applications therefor:

Mark	Owner	Registration Date	Registration Number
“USSG United States Services Group” Service Mark	USES Corp.	February 17, 2009	3,575,229
“USES United States Environmental Services, L.L.C” Service Mark	USES Corp.	February 17, 2009	3,575,233
“USMSI United States Maritime Services, Inc.” Service Mark	USES Corp.	February 17, 2009	3,575,232
“USIS Unites States Industrial Services, L.L.C.” Service Mark	USES Corp.	February 17, 2009	3,575,228
“AbClean Environmental and Industrial Cleaning Services” Service Mark	USES Corp.	February 17, 2009	3,575,231
“Tankco” Service Mark	USES Corp.	February 17, 2009	3,575,227
“USIS United States Industrial Services” Service Mark	USES Corp.	June 8, 2010	3,798,806
“USES United States Environmental Services Industrial Response & Remediation Maritime” Service Mark	USES Corp.	December 11, 2012	4,257,076

Unregistered Trademarks and Service Marks

<u>NAME</u>	<u>OWNER</u>	<u>USER</u>
USES	USES Corp.	United States Environmental Services, LLC
U.S.E.S	USES Corp.	United States Environmental Services, LLC
U.S. Environmental	USES Corp.	United States Environmental Services, LLC USES, Inc
Pneumatic Industrial Services, Inc.	USES Corp.	USES, Inc.

USIS	USES Corp.	USES, Inc.
Tankco	USES Corp.	USES, Inc.
Tankco Services of Texas, Corp.	USES Corp.	USES, Inc.
United States Industrial Labor, LLC	USES Corp.	United States Industrial Labor, LLC
USIL	USES Corp.	United States Industrial Labor, LLC
USES Holding	USES Corp.	USES Holding Corp.
United States Services Group	USES Corp.	United States Environmental Services, LLC
AbClean America	USES Corp.	USES, Inc.
AbClean	USES Corp.	USES, Inc.
USIS Inc	USES Corp.	USES, Inc.
Pneumatic	USES Corp.	USES, Inc.
U.S. Industrial	USES Corp.	USES, Inc.
U.S. Mooring	USES Corp.	United States Mooring Services, Inc.
US Mooring Services	USES Corp.	United States Mooring Services, Inc.
US Maritime	USES Corp.	United States Maritime Services, Inc.
US Maritime Services	USES Corp.	United States Maritime Services, Inc.
USSG	USES Corp.	United States Environmental Services, LLC
USES Servicios Ambientales, Ltda	USES Corp.	United States Environmental Services, LLC

Registered Trade Names and Assumed Names:

Trade Name/ Assumed Name	Applicant	Jurisdiction	Date
"USES Environmental Services, LLC"	USES LLC	Texas	Reg. Date: June 7, 2004

Trade Name/ Assumed Name	Applicant	Jurisdiction	Date
			Expired: May 5, 2022
"USES Environmental Services, LLC"	USES LLC	Harris County, Texas	Reg. Date of June 7, 2004
"U.S. Environmental Services, L.L.C."	USES LLC	Alabama	Reg. Date: January 1, 2004
"Cargo Clean"	USES Corp.	Louisiana	Reg. Date: July 20, 2004 Exp. Date: July 20, 2014
"Tristar Marine"	USES Corp.	Louisiana	Reg. Date: July 20, 2004 Exp. Date: July 20, 2014
"USIS, Inc."	USES Inc.	Louisiana	Reg. Date: March 15, 2013 Exp. Date: March 15, 2023
"US Industrial Services, Inc."	USES Inc.	Louisiana	Reg. Date: March 15, 2013 Exp. Date: March 15, 2023
"United States Industrial Services, Inc."	USES Inc.	Louisiana	Reg. Date: March 15, 2013 Exp. Date: March 15, 2023
"AbClean, Inc."	USES Inc.	Louisiana	Reg. Date: March 15, 2013 Exp. Date: March 15, 2023
"USIS, Inc."	USES Inc.	Texas	Reg. Date: March 8, 2013 Exp. Date: March 8, 2023
"US Industrial Services, Inc."	USES Inc.	Texas	Reg. Date: March 8, 2013 Exp. Date: March 8, 2023
"United States Industrial Services,	USES Inc.	Texas	Reg. Date: March 8, 2013

Trade Name/ Assumed Name	Applicant	Jurisdiction	Date
Inc.”			Exp. Date: March 8, 2023
“AbClean, Inc.”	USES Inc.	Texas	Reg. Date: March 8, 2013 Exp. Date: March 8, 2023
“USIS, Inc.”	USES Inc.	Harris County, Texas	Reg. Date: March 14, 2013 Exp. Date: March 14, 2023
“US Industrial Services, Inc.”	USES Inc.	Harris County, Texas	Reg. Date: March 14, 2013 Exp. Date: March 14, 2023
“United States Industrial Services, Inc.”	USES Inc.	Harris County, Texas	Reg. Date: March 14, 2013 Exp. Date: March 14, 2023
“AbClean, Inc.”	USES Inc.	Harris County, Texas	Reg. Date: March 14, 2013 Exp. Date: March 14, 2023

Internet Domain Names Registrations Used in Connection with the Business:

Internet Domain Name	Expiration Date
usisgroup.com	October 28, 2017
us-services-group.com	November 02, 2017
pneumaticindustrial.com	November 24, 2017
abclean.com	September 24, 2018
ussggroup.com	October 29, 2018
usesgroup.com	November 25, 2018