

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448614

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Charah, LLC		10/25/2017	Limited Liability Company: KENTUCKY

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2666149	CHARAH
Registration Number:	2856362	PRICELITE
Registration Number:	3547652	ECOSAND
Registration Number:	3547653	ECOFILL
Registration Number:	3547736	ECOAGGREGATE
Registration Number:	3868660	PONDIX
Serial Number:	87403036	
Serial Number:	87403065	MULTISOURCE
Serial Number:	87403056	MULTISOURCE

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$240.00 2666149

ATTORNEY DOCKET NUMBER:	029032-0062
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	10/25/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2017 (“Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Credit Suisse AG, Cayman Islands Branch (“CS”), as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 25, 2017 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Charah, LLC, a Kentucky limited liability company (“Charah”), Allied Power Management, LLC, a Delaware limited liability company (“Allied” and together with Charah, each a “Borrower”, and collectively, the “Borrowers”), Charah Sole Member LLC, a Delaware limited liability company (“Charah Parent”), Allied Power Sole Member, LLC, a Delaware limited liability company (“Allied Parent” and together with Charah Parent, each a “Parent”, and collectively, “Parents”) and as Guarantors thereunder, the other Credit Parties (as defined in the Credit Agreement) from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent, and the Lenders from time to time Party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of even date herewith in favor of the Collateral Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement) and to secure the Secured Obligations (as defined in the Guaranty and Security Agreement) as provided therein; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. 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 Secured Obligations of such Grantor, hereby

grants to the Collateral Agent for the benefit of the Secured Parties a continuing lien on and security interest in, all of its present and future right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"), *provided, however*, that notwithstanding the foregoing or any other provision hereof or of any other Loan Document, no lien or security interest is hereby granted in, and the Collateral shall not include, any Excluded Property; *provided, further*, that if and when any personal property of the type described in Section 3.1 of the Guaranty and Security Agreement shall cease to be Excluded Property, a lien on and security in such personal property shall be granted therein pursuant hereto:

(a) all of its rights, title and interests, arising under any Requirement of Law or otherwise, in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordations thereof and all applications in connection therewith, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; *provided, however*, that no lien on or security interest is granted on any "intent-to-use" applications for Trademark registration prior to the filing of a statement of use or amendment to allege use with the United States Patent and Trademark Office with respect thereto, but solely to the extent if any, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark application under applicable federal law (*provided* that upon filing with the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use under 15 U.S.C. Section 1051(d) (or any successor provisions), such intent-to-use trademark application shall be considered Collateral);

(b) all renewals and extensions of, the foregoing, and, in each case, all rights to obtain any of the foregoing and all rights to claim priority therefrom;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all income, royalties, damages and payments now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or other violations or impairments thereof;

(e) all rights to sue or otherwise recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions are, in the reasonable business judgment of the Grantor, necessary or desirable in connection with its Trademarks subject to a Lien and 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 and Jurisdiction. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Any legal action or proceeding with respect to this Trademark Security Agreement shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Trademark Security Agreement, each Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; *provided* that nothing in this Trademark Security Agreement shall limit the right of any party to commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under any Loan Document. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with this Trademark Security Agreement by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

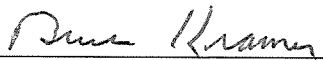
Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

Charah, LLC, as Grantor

By: 
Name: Bruce Kramer
Title: Chief Financial Officer and
Treasurer

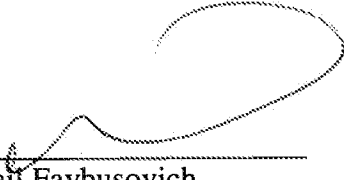
[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

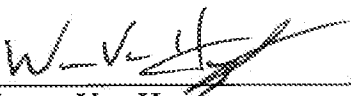
CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH
as Collateral Agent

By:



Name: Mikhail Faybusovich
Title: Authorized Signatory

By:



Name: Warren Van Heyst
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Charah, LLC	CHARAH	December 24, 2002	Live	2,666,149
Charah, LLC	PRICELITE	June 22, 2004	Live	2,856,362
Charah, LLC	ECOSAND	December 16, 2008	Live	3,547,652
Charah, LLC	ECOFILL	December 16, 2008	Live	3,547,653
Charah, LLC	ECOAGGREGATE	December 16, 2008	Live	3,547,736
Charah, LLC	PONDY	October 26, 2010	Live	3,868,660
Charah, LLC	(Symbol)	April 7, 2017	Live	87403036
Charah, LLC	MULTISOURCE	April 7, 2017	Live	87403065
Charah, LLC	MULTISOURCE	April 7, 2017	Live	87403056