

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zero Waste Energy, LLC		03/26/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TRUE WEST CAPITAL PARTNERS FUND II, LP		
Street Address:	760 SW Ninth Ave., Ste. 2300		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97205		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4339273	SMARTFERM	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9584		
Email:	tm-pdx@stoel.com, dan.heinzkill@stoel.com		
Correspondent Name:	Anne W. Glazer, Stoel Rives LLP		
Address Line 1:	760 SW 9TH AVE., STE. 3000		
Address Line 4:	PORTLAND, OREGON 97205		
ATTORNEY DOCKET NUMBER:	65649-4		
NAME OF SUBMITTER:	Dan Heinzkill, Stoel Rives LLP		
SIGNATURE:	/DaN/		
DATE SIGNED:	03/27/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 26, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by each entity identified as a grantor on the signature pages hereto (collectively referred to herein as the “**Grantors**” and each a “**Grantor**”) in favor of **TRUE WEST CAPITAL PARTNERS FUND II, LP**, a Delaware limited partnership, as Collateral Agent for itself and the Lenders (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is a party to a Pledge and Security Agreement dated as of March 26, 2018 (the “**Pledge and Security Agreement**”) between the Grantors and the Collateral Agent pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. To secure the prompt payment and performance to the Lenders and the Collateral Agent of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for its benefit and the benefit of the Lenders, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the trademark applications and registrations listed on Schedule A hereto (collectively, the “**Trademark Collateral**”).

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Allegation of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, 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 that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for its benefit and the benefit of the Lenders, pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON UNLESS LOCATION OF THE COLLATERAL SHALL CAUSE THE LAW OF ANOTHER STATE OR FEDERAL LAW TO APPLY. EACH PARTY HERETO CONSENTS TO JURISDICTION IN ANY STATE OR FEDERAL COURT SITTING IN THE CITY OF PORTLAND, OREGON, EXCEPT WHERE THE LOCATION OF COLLATERAL MAY CAUSE JURISDICTION TO LIE IN ANOTHER FORUM.

SECTION 5. Counterparts


This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

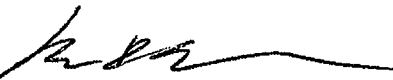
EMERGING ACQUISITIONS, LLC,
an Oregon limited liability company d/b/a Bulk
Handling Systems

By: _____

Name: Mark Andersen

Title: Chief Financial Officer

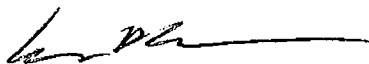
**NATIONAL RECOVERY TECHNOLOGIES,
LLC,**
a Delaware limited liability company

By: _____

Name: Mark Andersen

Title: Chief Financial Officer

ZERO WASTE ENERGY, LLC,
a California limited liability company

By: _____

Name: Mark Andersen

Title: Chief Financial Officer


Accepted and Agreed:

COLLATERAL AGENT

**TRUE WEST CAPITAL PARTNERS FUND II,
LP**, a Delaware limited partnership

By: True West Capital Partners GP II, LLC,

Its: General Partner



By: _____

Name: Steven R. Wilkins

Title: Member

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Registration Date	Record Owner
BHS BAG BREAKER	2194070	October 6, 1998	Emerging Acquisitions, LLC
BHS BULK HANDLING SYSTEMS	2964692	July 5, 2005	Emerging Acquisitions, LLC
BHS DEBRIS ROLL SCREEN	2126662	January 6, 1998	Emerging Acquisitions, LLC
BHS DE-INKING SCREEN	2964693	July 5, 2005	Emerging Acquisitions, LLC
BHS HI-GRADER	2257670	June 29, 1999	Emerging Acquisitions, LLC
BHS NEWSORTER	2220890	January 26, 1999	Emerging Acquisitions, LLC
Eye Design 	5347922	November 28, 2017	Emerging Acquisitions, LLC
MAX-AI	5347801	November 28, 2017	Emerging Acquisitions, LLC
MAX-AI Stylized 	5347921	November 28, 2017	Emerging Acquisitions, LLC
OCC SEPARATOR	2196243	October 13, 1998	Emerging Acquisitions, LLC
ECONO-VEYOR	Reg. No. 1113019	February 13, 1979	Bulk Handling Systems, Inc. (predecessor entity to Emerging

			Acquisitions, LLC)
DXRT	Pending application 87435728	N/A	National Recovery Technologies, LLC
IN-FLIGHT SORTING	4587027	August 19, 2014	National Recovery Technologies, LLC
MULTISORT	1949442	January 16, 1996	National Recovery Technologies, LLC
NRT	4138788	May 8, 2012	National Recovery Technologies, LLC
Sort Design 	4138790	May 8, 2012	National Recovery Technologies, LLC
SPYDIR	4273404	January 8, 2013	National Recovery Technologies, LLC
TRUSORT	4538639	May 27, 2014	National Recovery Technologies, LLC
SMARTFERM	4339273	May 21, 2013	Zero Waste Energy, LLC