

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HSBC BANK USA, NATIONAL ASSOCIATION		05/18/2018	Corporation:

RECEIVING PARTY DATA

Name:	Markel Ventures, Inc.
Street Address:	4521 Highwoods Parkway
City:	Glen Allen
State/Country:	VIRGINIA
Postal Code:	23060
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	0586573	ELLCOTT
Registration Number:	0586574	DRAGON
Registration Number:	0687887	ELLCOTT DRAGON MODEL
Registration Number:	1478297	VERSI-DREDGE
Registration Number:	2004302	IMS
Registration Number:	2243055	STARWHEEL
Registration Number:	2594201	WEEDCAT UNITED MARINE INTERNATIONAL
Registration Number:	2575930	TRASHCAT UNITED MARINE INTERNATIONAL
Registration Number:	3499522	SWINGING-DRAGON
Registration Number:	3521803	COASTAL DRAGON
Registration Number:	3613178	JET DRAGON
Registration Number:	3560558	
Registration Number:	3837663	M MUD CAT LIQUID WASTE TECHNOLOGY, LLC
Registration Number:	3837666	M MUD CAT LIQUID WASTE TECHNOLOGY, LLC
Registration Number:	2924572	SANDMINER
Registration Number:	4011922	SANDMINER
Registration Number:	4271180	PIT HOG
Registration Number:	4274671	LWT
Registration Number:	4421855	WEEDMASTER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86012998	SOLIDSMMASTER

CORRESPONDENCE DATA

Fax Number: 4103328785
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: 410-332-8784
Email: sherry.flax@saul.com
Correspondent Name: Sherry Flax
Address Line 1: 500 E. Pratt St.
Address Line 2: Suite 900
Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER:	847926.00075
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NAME OF SUBMITTER:	Sherry Flax
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SIGNATURE:	/sherry flax/
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DATE SIGNED:	05/30/2018
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Total Attachments: 17
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ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS (this "Assignment") is made as of the 18th day of May, 2018, by HSBC BANK USA, NATIONAL ASSOCIATION, a national association with an address of 95 Washington Street, Buffalo, New York 14203 (the "Assignor") to MARKEL VENTURES, INC., a Virginia corporation with an address of 4521 Highwoods Parkway, Glen Allen, Virginia 23060 (the "Assignee").

RECITALS

A. A Revolving Loan Note was executed by Ellicott Dredge Enterprises, LLC, a Maryland limited liability company ("EDE"), Ellicott Dredges, LLC, a Maryland limited liability company ("Ellicott"), Liquid Waste Technology, LLC, a Maryland limited liability company ("Liquid Waste"), Baltimore Dredge International, Inc., a Maryland corporation ("Baltimore Dredge"), Dredge Central LLC, a Delaware limited liability company ("Dredge Central"), Rohr International Dredge Co., LLC, a Maryland limited liability company ("Rohr Co."), Rohr International Dredge Holdings, Inc., a Maryland corporation ("Rohr Holdings"), Rohr Dredge North America, LLC, a Maryland limited liability company ("Rohr North America"); and collectively and severally with EDE, Ellicott, Liquid Waste, Baltimore Dredge, Dredge Central, Rohr Holdings, and Rohr Co., the "Borrowers") in favor of Assignor, dated June 6, 2014, evidencing a loan (the "Loan") in the maximum principal amount of \$25,000,000 (as amended, modified, extended or renewed, the "Note").

B. The Note is secured, in part, by that certain Security Agreement given by Borrower, as grantor, to Assignor (the "Security Agreement").

C. In addition to the Note and the Security Agreement, other documents, including, without limitation, those described on attached Schedule A were executed in connection with the loan transaction that is the subject of the Note and Security Agreement (collectively, the "Loan Documents"). Any capitalized term used herein and not otherwise defined shall have the meaning set forth in the Loan Documents.

D. As of the date hereof, Assignor has previously issued letters of credit on behalf of EDE and Ellicott in the aggregate principal amount of \$3,397,005.10 (collectively, the "Existing Letters of Credit").

E. EDE has agreed to cash collateralize the Existing Letters of Credit in the amount of \$3,566,855.36, which represents 105% of the issued amount (the "Cash Collateralization"), pursuant to that certain (i) Continuing Letter of Credit Agreement (Cash Collateralized) between EDE, Ellicott and Assignor, and (ii) Bank Account Assignment and Pledge Agreement from EDE to Assignor, and any and all replacements or successor accounts in connection thereto, each dated the date of this Assignment (collectively, the "Letter of Credit Documents").

F. Except for the Letter of Credit Documents, Assignor has agreed to sell and the Assignee has agreed to purchase, immediately following the completion of the Cash Collateralization, the Loan and the Loan Documents pursuant to the terms and conditions herein.

G. EDE's subsidiary, Idreco B.V. ("Idreco") and HSBC Bank plc are parties to a Credit Facility Agreement dated September 17, 2016, as amended, providing for an uncommitted €6,000,000 facility to Idreco (the "Idreco Facility").

H. In connection with and as a condition to this Assignment, Assignee is contemporaneously (i) making a principal reduction payment of €2,000,000 on the Idreco Facility in immediately available funds (the "Idreco Payment"), and (ii) executing and delivering a payment agreement by which Assignee will (i) repay in full the Idreco Facility no later than one hundred fifty (150) days from the date of this Assignment, and (ii) either cash collateralize any issued and outstanding letters of credit under the Idreco Facility or replace them with alternative financial accommodations acceptable to HSBC Bank plc in its sole discretion (collectively, the "Payment Agreement").

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows;

1. Conditions Precedent. The following are conditions precedent to this Assignment being effective (collectively, the "Conditions Precedent"): (i) Assignor shall have confirmed the completion of the Cash Collateralization and received originals of the executed Letter of Credit Documents and a corresponding officer certificate and resolutions from EDE and Ellicott, (ii) Assignor shall have confirmed receipt of the Payoff Amount (as defined below) in immediately available funds, (iii) Assignor shall have confirmed receipt by HSBC Bank plc of the Idreco Payment, (iv) Assignor shall have confirmed receipt of an original executed Payment Agreement, a corresponding officer certificate and resolutions from Assignee, in form and substance acceptable to Assignor and its counsel in their sole discretion, and (v) Assignor shall have confirmed receipt of an executed original of this Assignment. The date that all Conditions Precedent have been satisfied shall be deemed the "Payoff Date".

2. Payoff Amount. For purposes of this Assignment, the Payoff Amount shall mean, no later than TWO (2) p.m., EDT time, on May 18, 2018, a wire transfer in the aggregate amount of \$2,038,988.82, subject to adjustment as set forth in Section iii below, consisting of:

- i. \$2,000,000.00 in respect of unpaid principal outstanding under the Note, assuming no further repayments are made;
- ii. \$10,154.38 in respect of accrued unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount;
- iii. \$225.65 daily per diem interest and fees (the "Daily Per Diem"), which Daily Per Diem shall be added to the Payoff Amount, to the extent the Payoff Amount is not received on the date and time set forth above in Section 2, for each day after such date and time until the Payoff Amount is received by Assignor and such Daily Per

Diem shall be subject to adjustment if any additional advances or loans made, other charges are incurred or the interest rate, if variable, changes; and

iv. **\$28,834.44** for Assignor's counsel fees and expenses.

3. Termination of Loan Documents. Borrowers hereby confirm that the commitment, if any, of Assignor to make loans under the Loan Documents is terminated as of the Payoff Date, and, as of the Payoff Date, Assignor has no obligation to make loans or financial accommodations to Borrowers, except pursuant to the Letter of Credit Documents. Notwithstanding payoff of the Note, all obligations of Borrowers under the Loan Documents which by their terms are intended to survive termination shall continue in full force and effect. In furtherance thereof, Borrowers acknowledge and agree that each of their respective obligations and liabilities under the Loan Documents shall be reinstated with full force and effect if, at any time on or after the Payoff Date, all or any portion of the Payoff Amount or any other amounts applied by Assignor to repayment of the Loan Documents is voided or rescinded or must otherwise be returned by Assignor to Borrowers upon any of the Borrowers' insolvency, bankruptcy or reorganization or otherwise.

4. Release. As of the Payoff Date, Borrowers hereby forever release and discharge Assignor, its officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which such Person ever had, now has or might hereafter have against the Released Parties which relates, directly or indirectly, to any of the Loan Documents or the transactions relating thereto to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the date hereof. Notwithstanding any provision of this Assignment, this release shall remain in full force and effect and shall survive the delivery of this Assignment.

5. Assignment. Assignor hereby grants, bargains, sells, assigns, transfers and sets over to Assignee, **WITHOUT RECOURSE, WARRANTY OR REPRESENTATION WHATSOEVER**, except as set forth in the immediately following paragraph, all of Assignor's right, title, interest, claim and demand in and to the Note, the Security Agreement and the Loan Documents, together with all rights, remedies and incidents thereunto belonging.

Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interests assigned pursuant to this Assignment, (ii) such interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the loan or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrowers, any of its respective Subsidiaries or any other person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrowers, any of their respective Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

6. Assumption, Indemnity and Hold Harmless. Assignee hereby accepts and assumes all duties, liabilities and obligations of every nature whatsoever with respect to the Assignor's rights and obligations under the Loan and the Loan Documents existing as of the date hereof under the Loan and Loan Documents and to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor against any Person, whether known or unknown, arising under or in connection with the Loan Documents, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned herein. The assignment and transfer contemplated herein is without recourse to the Assignor and except as set forth herein, without representation or warranty by Assignor.

7. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefits of the parties hereto, their respective legal representatives, successors in title and assigns.

8. Governing Law. The laws of the State of New York shall govern the interpretation and validity and enforceability hereof without regard to concepts of conflicts of laws.

9. Severability. In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

10. Entire Agreement. This Assignment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede and take the place of any other instrument purporting to be an agreement of the parties hereto relating to the transactions contemplated hereby. This Assignment may not be changed orally but only by an agreement in writing signed by duly authorized officers of Assignor and the Assignee. The provisions of this Assignment whether express or implied shall not give any third party any benefit of any equitable or legal right, remedy or claim under applicable law.

11. Counterparts and PDE. This Assignment may be executed in PDF format and in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

Doc# 05-495404.5

[Signatures appear on the following pages]

ASSIGNOR:

HSBC BANK USA, NATIONAL
ASSOCIATION

By: Patrick M. Hanley

Name: Patrick M. Hanley

Title: SVP & Credit Executive - Loan
Management Unit

STATE OF NEW YORK }
COUNTY OF ERIE } SS:

On the 18 day of May in the year 2018, before me, the undersigned, personally appeared Patrick M. Hanley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

FRED FALSONE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 2/28/19

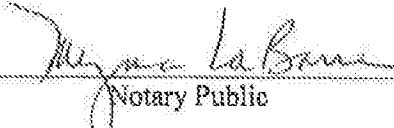
ASSIGNEE:

MARKEL VENTURES, INC.,
a Virginia corporation

By: 
Name: Michael Heaton
Title: President & COO

STATE OF Maryland }
COUNTY OF Anne Arundel } SS:

On the 18th day of May in the year 2018, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Myrna LaBarre
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 11, 2018

Acknowledged and Agreed to as of the

18th day of May, 2018

ELLICOTT DREDGE ENTERPRISES, LLC
ELLICOTT DREDGES, LLC
LIQUID WASTE TECHNOLOGY, LLC
BALTIMORE DREDGE INTERNATIONAL, INC.
DREDGE CENTRAL LLC
ROHR INTERNATIONAL DREDGE CO., LLC
ROHR INTERNATIONAL DREDGE HOLDINGS, INC.
ROHR DREDGE NORTH AMERICA LLC

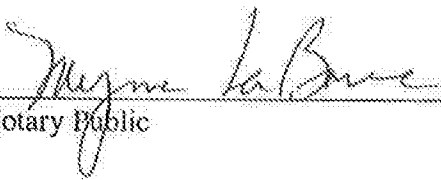
By: 

Print Name: **Joseph G. Wendel**

Title: Chief Financial Officer

STATE OF Maryland)
COUNTY OF Baltimore) ss.:

On this 18th day of May in the year 2018, before, me, the undersigned, a Notary Public in and for said state, personally appeared Joseph G. Wendel, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Myrna LaBare
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 11, 2018

SCHEDULE A
TO
ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS

1. Credit Agreement dated as of June 6, 2014 between Borrowers and Assignor;
2. Letter Agreement dated October 16, 2015 between Borrowers and Assignor;
3. Amendment No. 2 to the Credit Agreement dated as of June 23, 2016 between Borrowers and Assignor;
4. Revolving Loan Note dated June 6, 2014 between Borrowers and Assignor;
5. Security Agreement dated June 6, 2014 between Borrowers and Assignor;
6. Trademark Security Agreement dated June 6, 2014 between Borrowers and Assignor;
7. Patent Security Agreement dated June 6, 2014 between Borrowers and Assignor

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 6, 2014, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors"), in favor of HSBC Bank USA, National Association (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of the date hereof (the "Security Agreement"), capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement, among the grantors party thereto and the Secured Party, the Grantors are required to execute and deliver this Agreement.

Accordingly, the Grantors and the Secured Party agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a continuing security interest in all of such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) each Trademark, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States Trademark identified in Schedule A hereto).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under the Credit Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterpartys, 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. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method

for transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

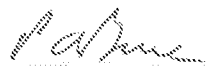
SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

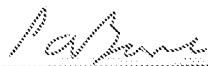
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

ELLICOTT DREDGES, LLC

By: 
Name: *PETER A. BOWE*
Title: *President & chief executive officer*

LIQUID WASTE TECHNOLOGY, LLC

By: 
Name: *PETER A. BOWE*
Title: *President & chief executive officer*

Schedule A

List of Trade Names, Trademarks, Service Marks, Trademark and Service Mark Registrations and Applications For Trademark And Service Mark Registrations

OWNER	MARK	FILED DATE	SER. NO.	REG. DATE	REG. No.	STATUS
Ellicott Dredges, LLC	COASTAL DRAGON	07/02/2007	77/220,686	10/21/2008	3,521,803	Registered
Ellicott Dredges, LLC	DRAGON	05/05/1953	71/646,467	03/09/1954	0586,574	Registered
Ellicott Dredges, LLC	Dragon Design	05/29/2008	77/485,723	01/13/2009	3,560,558	Registered
Ellicott Dredges, LLC	ELLICOTT DRAGON MODEL & Design	09/24/1958	72/059,458	11/10/1959	0687,887	Registered
Ellicott Dredges, LLC	ELLICOTT	05/05/1953	71/646,466	03/09/1954	0586,573	Registered
Ellicott Dredges, LLC	JET DRAGON	08/08/2007	77/260,083	04/28/2009	3,613,178	Registered
Ellicott Dredges, LLC	SANDMINER	01/21/2004	78/354,861	02/01/2005	2,924,572	Registered
Ellicott Dredges, LLC	SANDMINER	01/17/2011	85/219,136	08/16/2011	4,011,922	Registered
Ellicott Dredges, LLC	SWINGING DRAGON	10/04/2006	77/013,342	09/09/2008	3,499,522	Registered
Liquid Waste Technology, LLC	VERS-DREDGE	11/28/1986	73/632,870	03/01/1988	1,478,297	Registered
Liquid Waste Technology, LLC	IMS & Design	09/25/1995	74/733,473	10/01/1996	2,004,302	Registered
Liquid Waste Technology, LLC	STARWHEEL	05/16/1996	75/106,208	05/04/1999	2,243,055	Registered
Liquid Waste Technology, LLC	TRASHCAT UNITED MARINE INTERNATIONAL & Design	05/22/2001	76/260,735	06/04/2002	2,575,930	Registered
Liquid Waste Technology, LLC	WEEDCAT UNITED MARINE INTERNATIONAL & Design	05/22/2001	76/260,734	07/16/2002	2,594,201	Registered
Liquid Waste Technology, LLC	MUD CAT LIQUID WASTE TECHNOLOGY, LLC & design	01/22/2010	77/917,644	08/24/2010	3,837,663	Registered
Liquid Waste Technology, LLC	MUD CAT LIQUID WASTE TECHNOLOGY, LLC & design	01/22/2010	77/917,675	08/24/2010	3,837,666	Registered
Liquid Waste Technology, LLC	LWT	04/18/2012	85/600,774	01/15/2013	4,274,671	Registered
Liquid Waste Technology, LLC	PIF HOG	04/18/2012	85/600,763	01/08/2013	4,271,180	Registered
Liquid Waste Technology, LLC	GARBAGEMASTE R	07/17/2013	86/013,016	N/A	N/A	Pending

OWNER	MARK	FILED DATE	SER. NO.	REG. DATE	REG. No.	STATUS
Liquid Waste Technology, LLC	SOLIDSMASTER	07/17/2013	86/012,998	N/A	N/A	Pending
Liquid Waste Technology, LLC	WEEDMASTER	03/20/2013	85/881,837	10/22/2013	4,421,835	Registered



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 11, 2014

PTAS

ABBEY L. MANSFIELD
6309 STONEHAM LANE
MCLEAN, VA 22101

900291555

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/09/2014

REEL/FRAME: 5298/0509
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:

ELLICOTT DREDGES, LLC

DOC DATE: 06/06/2014

CITIZENSHIP: NONE

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:

LIQUID WASTE TECHNOLOGY, LLC

DOC DATE: 06/06/2014

CITIZENSHIP: NONE

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

HSBC BANK USA, NATIONAL ASSOCIATION

CITIZENSHIP: NEW YORK

ENTITY: CORPORATION

452 5TH AVENUE

NEW YORK, NEW YORK 10018

SERIAL NUMBER: 71646466

FILING DATE: 05/05/1953

REGISTRATION NUMBER: 586573

REGISTRATION DATE: 03/09/1954

MARK: ELLICOTT

DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

SERIAL NUMBER: 71646467 FILING DATE: 05/05/1953
REGISTRATION NUMBER: 586574 REGISTRATION DATE: 03/09/1954
MARK: DRAGON
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 72059458 FILING DATE: 09/24/1958
REGISTRATION NUMBER: 687887 REGISTRATION DATE: 11/10/1959
MARK: ELLICOTT DRAGON MODEL
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 73632870 FILING DATE: 11/28/1986
REGISTRATION NUMBER: 1478297 REGISTRATION DATE: 03/01/1988
MARK: VERSI-DREDGE
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74733473 FILING DATE: 09/25/1995
REGISTRATION NUMBER: 2004302 REGISTRATION DATE: 10/01/1996
MARK: IMS
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 75106208 FILING DATE: 05/16/1996
REGISTRATION NUMBER: 2243055 REGISTRATION DATE: 05/04/1999
MARK: STARWHEEL
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76260734 FILING DATE: 05/22/2001
REGISTRATION NUMBER: 2594201 REGISTRATION DATE: 07/16/2002
MARK: WEEDCAT UNITED MARINE INTERNATIONAL
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 76260735 FILING DATE: 05/22/2001
REGISTRATION NUMBER: 2575930 REGISTRATION DATE: 06/04/2002
MARK: TRASHCAT UNITED MARINE INTERNATIONAL
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 77013342 FILING DATE: 10/04/2006
REGISTRATION NUMBER: 3499522 REGISTRATION DATE: 09/09/2008
MARK: SWINGING-DRAGON
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77220080 FILING DATE: 07/02/2007
REGISTRATION NUMBER: 3521803 REGISTRATION DATE: 10/21/2008
MARK: COASTAL DRAGON
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77250083 FILING DATE: 08/08/2007
REGISTRATION NUMBER: 3613178 REGISTRATION DATE: 04/28/2009
MARK: JET DRAGON
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77485723 FILING DATE: 05/29/2008
REGISTRATION NUMBER: 3560558 REGISTRATION DATE: 01/13/2009
MARK:
DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 77917644 FILING DATE: 01/22/2010
REGISTRATION NUMBER: 3837663 REGISTRATION DATE: 08/24/2010
MARK: M MUD CAT LIQUID WASTE TECHNOLOGY, LLC
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 77917675 FILING DATE: 01/22/2010
REGISTRATION NUMBER: 3837666 REGISTRATION DATE: 08/24/2010
MARK: M MUD CAT LIQUID WASTE TECHNOLOGY, LLC
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 78354861 FILING DATE: 01/21/2004
REGISTRATION NUMBER: 2924572 REGISTRATION DATE: 02/01/2005
MARK: SANDMINER
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85219136 FILING DATE: 01/17/2011
REGISTRATION NUMBER: 4011922 REGISTRATION DATE: 08/16/2011
MARK: SANDMINER
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85600763 FILING DATE: 04/18/2013
REGISTRATION NUMBER: 4271180 REGISTRATION DATE: 01/08/2013
MARK: PIT HOG
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85600774 FILING DATE: 04/18/2013
REGISTRATION NUMBER: 4274671 REGISTRATION DATE: 01/15/2013
MARK: LWT
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 85881837 FILING DATE: 03/20/2013
REGISTRATION NUMBER: 4421855 REGISTRATION DATE: 10/22/2013
MARK: WEEDMASTER
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86012998 FILING DATE: 07/17/2013
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: SOLIDSMATER
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86013016 FILING DATE: 07/17/2013
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: GARBAGEMASTER
DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ellicott Dredges, LLC		06/06/2014	LIMITED LIABILITY COMPANY:
Liquid Waste Technology, LLC		06/06/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	HSBC Bank USA, National Association
Street Address:	452 5th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3521803	COASTAL DRAGON
Registration Number:	0586574	DRAGON
Registration Number:	3560558	
Registration Number:	0687887	ELLICOTT DRAGON MODEL
Registration Number:	0586573	ELLICOTT
Registration Number:	3613178	JET DRAGON
Registration Number:	2924572	SANDMINER
Registration Number:	4011922	SANDMINER
Registration Number:	3499522	SWINGING-DRAGON
Registration Number:	1478297	VERSI-DREDGE
Registration Number:	2004302	IMS
Registration Number:	2243055	STARWHEEL
Registration Number:	2575930	TRASHCAT UNITED MARINE INTERNATIONAL
Registration Number:	2594201	WEEDCAT UNITED MARINE INTERNATIONAL
Registration Number:	3837663	M MUD CAT LIQUID WASTE TECHNOLOGY, LLC
Registration Number:	3837666	M MUD CAT LIQUID WASTE TECHNOLOGY, LLC
Registration Number:	4274671	LWT
Registration Number:	4271180	PIT HOG

TRADEMARK

RECORDED: 05/30/2018

REEL: 006338 FRAME: 0133

OP 5540.00 3521803