

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497596

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS - Release of Reel 5097 Frame 0731

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA, as Administrative Agent		11/09/2018	Bank:

## RECEIVING PARTY DATA

<b>Name:</b>	Synagro-WWT, Inc.
<b>Street Address:</b>	435 Williams Court
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21220
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1760880	ALLGRO
Registration Number:	1710537	BIO FIX
Registration Number:	1814271	BIO GRO
Registration Number:	1577046	BIO GRO SYSTEMS
Registration Number:	1815282	BIO GRO SYSTEMS
Registration Number:	1721256	BIO LIME
Registration Number:	1577047	
Registration Number:	2010130	GRANULITE
Registration Number:	1717492	PELLETECH

## CORRESPONDENCE DATA

Fax Number: 6508023100

*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: 650.802.3000

Email: juan.arias@weil.com

Correspondent Name: Dan Schwimmer

Address Line 1: Weil, Gotshal &amp; Manges LLP

CH \$240.00 1760880

**Address Line 2:** 201 Redwood Shores Parkway  
**Address Line 4:** Redwood Shores, CALIFORNIA 94065

**ATTORNEY DOCKET NUMBER:** J.Schwimmer - 44114.0030

**NAME OF SUBMITTER:** Dan Schwimmer

**SIGNATURE:** /Dan Schwimmer/

**DATE SIGNED:** 11/09/2018

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination"), is dated as of November 9, 2018 and made by Royal Bank of Canada, as Administrative Agent, having an office at 200 Bay Street, 12th Floor, South Tower, Toronto, Ontario M5J 2W7 ("RBC") to Synagro-WWT, Inc., a Maryland corporation, whose principal place of business is 435 Williams Court, Suite 100, Baltimore, Maryland 21220 (the "Grantor"). This Termination is effective as of the Effective Time (as defined in the Payoff Letter dated as of this Termination and entered into between RBC, Synagro Infrastructure Company, Inc., Synagro Drilling, Inc., Synagro Rail, Inc. and STI Infrastructure S.À R.L).

WHEREAS, pursuant to (i) that certain Trademark Security Agreement, dated as of August 22, 2013, by the Grantor in favor of RBC, and (ii) that certain Collateral Agreement, dated as of August 22, 2013, by and among, inter alios, each Grantor and RBC, a lien on and security interest in all right, title and interest in and to any and all of each Grantor's rights (the "Interests") in certain collateral then owned or thereafter acquired by such Grantor was granted by each Grantor to RBC in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Interests were recorded in the Trademark Assignment Recordation Branch of the United States Patent and Trademark Office on August 26, 2013, at Reel 005097 and Frame 0731;

WHEREAS, RBC acknowledges full performance by the Grantor of the Secured Obligations; and accordingly RBC now desires to terminate and release the Interests; and to reconvey any and all rights in the Trademark Collateral to the Grantor; and

NOW, THEREFORE, for good and valuable consideration, RBC hereby states as follows:

1. Definitions. The term "Trademark Collateral" shall mean all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor and wherever located or in which the Grantor now has or at any time in the future may acquire any right, title or interest: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule A (the "Trademarks"), (b) all goodwill associated with or symbolized by the Trademarks; (c) all assets, rights and interests that uniquely reflect or embody the Trademarks; (d) the right to sue third parties for past, present and future infringements of any Trademark; and (e) all proceeds of and rights associated with the foregoing. Capitalized terms used herein without definition are used as defined in the Collateral Agreement, dated as of August 22, 2013, made by, inter alios, the Grantor in favor of RBC.

2. Release of Security Interest. RBC hereby terminates the Interests and terminates releases, relinquishes and discharges the Interests in the Trademark Collateral, without recourse, representation or warranty.

RBC hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Termination with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Interests of RBC in the Trademark Collateral. RBC agrees to, at the sole expense of the Grantor, execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the Interests in the Trademark Collateral which had been granted under the Trademark Security Agreement.

3. Governing Law. This Termination and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Termination and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, RBC has caused this Termination to be executed by its duly authorized officer as of the date first written above.

ROYAL BANK OF CANADA,  
as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: Susan Khokher  
Manager, Agency

Signature Page to Trademark Release

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**TRADEMARK**  
**REEL: 006479 FRAME: 0366**

Schedule A

Trademarks

Trademarks	Application No./ Date	Registration No./ Date
ALL GRO	74/304,897 08/13/1992	1,760,880 03/30/1993
BIO FIX	74/061,887 05/23/1990	1,710,537 08/25/1992
BIO GRO	74/381,822 04/22/1993	1,814,271 12/28/1993
Bio Gro Systems	73/795,830 04/24/1989	1,577,046 01/09/1990
BIO GRO SYSTEMS	74/381, 821 04/22/1993	1,815,282 01/04/1994
BIO LIME	74/239,861 01/24/1992	1,721,256 10/06/1992
Design only	73/795,831 04/24/1989	1,577,047 01/09/1990
GRANULITE	75/018,339 11/13/1995	2,010,130 10/22/1996
PELLETECH	74/068,376 06/12/1990	1,717,492 09/22/1992

Schedule A

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**RECORDED: 11/09/2018**

**TRADEMARK  
REEL: 006479 FRAME: 0367**