

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synagro-WWT, Inc.		11/09/2018	Corporation: MARYLAND
Synagro Technologies, Inc.		11/09/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as administrative agent		
Street Address:	9062 Old Annapolis Road		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21045		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4864004	ALL GRO	
Registration Number:	1760880	ALLGRO	
Registration Number:	1710537	BIO FIX	
Registration Number:	4852103	BIO GRO	
Registration Number:	2010130	GRANULITE	
Registration Number:	4826382	GRANULITE	
Registration Number:	2595501	SYNAGRO	
Registration Number:	2467138	SYNAGRO	
Registration Number:	2448768	SYNAGRO	
Registration Number:	4439660	SYNAGRO	
Registration Number:	5423828	SYNAGRO MICRO-LIME	
Registration Number:	1577046	BIO GRO SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<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:	214.746.7832		
Email:	juan.arias@weil.com		

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Correspondent Name:	Matt Berde
Address Line 1:	Weil, Gotshal & Manges LLP
Address Line 2:	200 Crescent Court, Suite 300
Address Line 4:	Dallas, TEXAS 75201-7832

ATTORNEY DOCKET NUMBER:	Matt Berde - 44114.0030
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NAME OF SUBMITTER:	Matt Berde
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SIGNATURE:	/Matt Berde/
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DATE SIGNED:	11/30/2018
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 9, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**), is made by and among Synagro-WWT, Inc., a Maryland corporation (**Synagro-WWT**), Synagro Technologies, Inc., a Delaware corporation (**Synagro Technologies**), and together with Synagro-WWT, the **Grantors**, and each a **Grantor**) and Wells Fargo Bank, N.A., as administrative agent (in such capacity, the **Administrative Agent**).

Reference is made to (a) the Credit Agreement dated as of November 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Credit Agreement**), among Synagro Infrastructure Company, Inc. (**Infrastructure AcquisitionCo**), Synagro Drilling, Inc. (**Drilling AcquisitionCo**), Synagro Rail, Inc. (**Rail AcquisitionCo**), collectively with Infrastructure AcquisitionCo and Drilling AcquisitionCo, the **Borrowers**), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of November 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Collateral Agreement**), among the Borrowers, Whitemarsh Infrastructure Acquisition, Inc., Whitemarsh Drilling Acquisition, Inc., Whitemarsh Rail Acquisition, Inc., the other Initial Grantors, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.
2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the **Security Interest**) in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the **Trademark Collateral**). Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.
3. **Collateral Agreement.** The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.
4. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SYNAGRO TECHNOLOGIES, INC.

By: _____
Name: Benny C. Smith, Jr.
Title: Treasurer and Vice President

SYNAGRO-WWT, INC.

By: _____
Name: Benny C. Smith, Jr.
Title: Treasurer and Vice President

WELLS FARGO BANK, N.A.,
as Administrative Agent

By: 

Name:

Title:

Amy Matenson
Vice President

[Signature Page to Term Loan Trademark Security Agreement]

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ALL GRO	86/299,880	06/04/2014	4,864,004	12/01/2015
	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	86/301,787	06/05/2014	4,852,103	11/10/2015
GRANULITE	75/018,339	11/13/1995	2,010,130	10/22/1996
	86/536,797	02/17/2015	4,826,382	10/06/2015
SYNAGRO	76/088,326	07/10/2000	2,595,501	07/16/2002
SYNAGRO	75/791,915	09/02/1999	2,467,138	07/10/2001
SYNAGRO	75/791,914	09/02/1999	2,448,768	05/08/2001
	85/897,786	04/08/2013	4,439,660	11/26/2013
SYNAGRO MICRO-LIME	86/752,547	09/10/2015	5,423,828	03/13/2018
Bio Gro Systems	73/795,830	4/24/1989	1,577,046	1/9/1990