

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM505021

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rubicon Global Holdings, LLC		12/14/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Encina Business Credit, LLC
Street Address:	123 N. Wacker Drive
Internal Address:	Suite 2400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: ILLINOIS Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4093604	RUBICON
Serial Number:	86897494	CHANGING THE RULES IN WASTE AND RECYCLIN
Serial Number:	86719823	RRR
Serial Number:	86719817	RUBICON
Serial Number:	87201037	RRR
Serial Number:	87201055	RRR RUBICON
Serial Number:	87222208	WASTE IS A DESIGN FLAW
Serial Number:	87536398	YOUR CITY'S EYES AND EARS
Serial Number:	87548963	RUBICONSMARTCITY

OP \$240.00 4093604

CORRESPONDENCE DATA

Fax Number: 2024462921
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: (202) 793-5557
Email: rob@rock-ip.com
Correspondent Name: Rock IP, PLLC
Address Line 1: 1200 G St. NW, Suite 800
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Robert D. Wells
SIGNATURE:	/Robert D. Wells/
DATE SIGNED:	01/08/2019
Total Attachments: 6 source=RUBICON - Trademark Security Agreement#page1.tif source=RUBICON - Trademark Security Agreement#page2.tif source=RUBICON - Trademark Security Agreement#page3.tif source=RUBICON - Trademark Security Agreement#page4.tif source=RUBICON - Trademark Security Agreement#page5.tif source=RUBICON - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of December 14, 2018 and is by RUBICON GLOBAL, LLC, a Delaware limited liability company ("**Grantor**"), in favor of ENCINA BUSINESS CREDIT, LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

RECITALS

A. Grantor, the other Loan Party Obligors party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrower as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past,

present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RUBICON GLOBAL, LLC

By: RUBICON GLOBAL HOLDINGS, LLC, its
sole Member

By: 
Nathaniel R. Morris, its Chief Executive
Officer

Acknowledged by:

ENCINA BUSINESS CREDIT, LLC, as Agent

By: Tracy Salyers
Name: Tracy Salyers
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

A. Trademarks

Title	App. No.	Country	Reg. No.	Status
CHANGING THE RULES IN WASTE AND RECYCLING	86897494	United States		Abandoning
RRR	86719823	United States		Allowed
RUBICON	86719817	United States		Allowed
RUBICON	85338836	United States	4093604	Registered
RRR	87201037	United States		Allowed
RRR Design (black & white)	1740783	Canada	TMA1,003,121	Registered
RUBICON	1740782	Canada	TMA1,003,125	Registered
RUBICON	1629205	Canada	TMA915567	Registered
RUBICON & Design	1629206	Canada	TMA915568	Registered
RUBICON & RRR Design	87201055	United States		Allowed
RUBICON & RRR Design	912574941	Brazil		Pending
RUBICON & RRR Design	1832286	Canada		Pending
RUBICON & RRR Design	16607848	EU		Pending
RUBICON & RRR Design	912575018	Brazil		Pending
RUBICON & RRR Design	912575050	Brazil		Pending
RUBICON & RRR Design	912575123	Brazil		Pending
WASTE IS A DESIGN FLAW	87222208	United States		Allowed
WASTE IS A DESIGN FLAW	912644095	Brazil		Pending
WASTE IS A DESIGN FLAW	1834641	Canada		Allowed
WASTE IS A DESIGN FLAW	16651903	EU		Pending

WASTE IS A DESIGN FLAW	912644168	Brazil		Pending
YOUR CITY'S EYES AND EARS	87536398	United States		Abandoning
RUBICONSMARTCITY	87548963	United States		Pending

B. Trademark Licenses

Not applicable.