

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERM-Delaware, Inc.		07/12/2019	Corporation: DELAWARE
BrownFlynn, Ltd.		07/12/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	RBC Europe Limited, as Collateral Agent		
Street Address:	Riverbank House		
Internal Address:	2 Swan Lane		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4R 3BF		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1803556	ERM	
Registration Number:	3678668	ERM	
Registration Number:	1489700	ERM	
Registration Number:	3678669	ERM	
Registration Number:	1443922	THE ERM GROUP	
Registration Number:	1915446	ENVIROCLEAN	
Registration Number:	2566127	DOT RIGHT	
Registration Number:	4361385	DO GOOD. DO WELL. WIN.	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Sean McClay		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		

CH \$215.00 1803556

Address Line 4:	New York, NEW YORK 10153
ATTORNEY DOCKET NUMBER:	Sean McClay - 35899.0607
NAME OF SUBMITTER:	Sean McClay
SIGNATURE:	/Sean McClay/
DATE SIGNED:	07/22/2019
Total Attachments: 5 source=Trademark-RBC Europe Limited#page1.tif source=Trademark-RBC Europe Limited#page2.tif source=Trademark-RBC Europe Limited#page3.tif source=Trademark-RBC Europe Limited#page4.tif source=Trademark-RBC Europe Limited#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2019, made by ERM-Delaware, Inc., and BrownFlynn, Ltd. (each a "Grantor" and together the "Grantors"), in favor of RBC Europe Limited, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of July 12, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender party thereto from time to time, RBC Europe Limited as Administrative Agent and Collateral Agent and the other parties thereto from time to time.

WHEREAS, each Grantor is party to a Second Lien Security Agreement, dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of each Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm 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 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT ARE EXPRESSLY SUBJECT AND SUBORDINATE TO THE LIENS AND SECURITY INTERESTS GRANTED IN FAVOR OF THE SENIOR SECURED PARTIES (AS DEFINED IN THE SECOND LIEN INTERCREDITOR AGREEMENT), INCLUDING LIENS AND SECURITY INTERESTS GRANTED TO HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, AS COLLATERAL AGENT, PURSUANT TO OR IN CONNECTION WITH THE FIRST LIEN CREDIT AGREEMENT AND (II) THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of each Grantor shall have been delivered to the Collateral Agent and thereafter shall be binding upon each Grantor and its permitted successors and assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. This Trademark Security Agreement is subject to the release provisions of Section 7.13 of the Security Agreement.

[signature page follows]

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

BROWNFLYNN, LTD.
as a Grantor

By: John Stipa
Name: John Stipa
Title: Treasurer

ERM-DELAWARE, INC.
as a Grantor


By: John Stipa
Name: John Stipa
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006700 FRAME: 0141

Agreed and Accepted:

For and on behalf of RBC EUROPE LIMITED,
as Collateral Agent

By:  _____

Name:

Title:



JOHNSON TSE
AUTHORISED SIGNATORY

*[Signature Page to Trademark Security
Agreement]*

TRADEMARK
REEL: 006700 FRAME: 0142

Intellectual Property – Trademarks

UNITED STATES TRADEMARKS:

Applications --

None

Registrations --

Loan Party – Owner	Trademark	Registration Number	Registration Date
ERM-Delaware, Inc.	Service Mark: ERM and design	1,803,556	November 9, 1993
ERM-Delaware, Inc.	Service Mark: ERM and design	3,678,668	September 8, 2009
ERM-Delaware, Inc.	Service Mark: ERM	1,489,700	May 24, 1988
ERM-Delaware, Inc.	Service Mark: ERM	3,678,669	September 8, 2009
ERM-Delaware, Inc.	Trademark/Service Mark: The ERM Group and design	1,443,922	June 23, 1987
ERM-Delaware, Inc.	Service Mark: ENVIROCLEAN	1,915,446	August 29, 1995
ERM-Delaware, Inc.	Service Mark: DOT RIGHT	2,566,127	April 30, 2002
BrownFlynn, Ltd.	Service Mark: DO GOOD. DO WELL. WIN.	4,361,385	July 2, 2013
ERM-Delaware, Inc.	ERM & Design	TMA452929 / 0712408	January 26, 1996
ERM-Delaware, Inc.	ERM	TMA391053 / 0674081	January 14, 1991