

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554911

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|---|---|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Waste Harmonics, LLC | | 12/26/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WhiteHorse Capital Management, LLC, as Collateral Agent | | |
| Street Address: | 600 Fifth Avenue | | |
| Internal Address: | 24th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10020 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5797064 | WASTE HARMONICS SIMPLIFY CONSOLIDATE | |
| Registration Number: | 5797063 | IWASTE BY WASTE HARMONICS | |
| Registration Number: | 5797062 | WASTE HARMONICS | |
| Registration Number: | 5791659 | EC2GO POWERED BY WASTE HARMONICS | |
| Registration Number: | 5041452 | IWASTE | |
| Registration Number: | 4093284 | ECO2GO RECYCLING SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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: | 3129932622 | | |
| Email: | gayle.grocke@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 330 N Wabash Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 053437-0032 | | |
| NAME OF SUBMITTER: | Gayle D. Grocke | | |

CH \$165.00 5797064

| | |
|---|------------|
| SIGNATURE: | /gdg/ |
| DATE SIGNED: | 12/26/2019 |
| Total Attachments: 6 source=Waste Harmonics -Trademark Security Agreement#page1.tif source=Waste Harmonics -Trademark Security Agreement#page2.tif source=Waste Harmonics -Trademark Security Agreement#page3.tif source=Waste Harmonics -Trademark Security Agreement#page4.tif source=Waste Harmonics -Trademark Security Agreement#page5.tif source=Waste Harmonics -Trademark Security Agreement#page6.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (“Grantor”) for the benefit of WhiteHorse Capital Management, LLC, a Delaware limited liability company, as collateral agent for itself, Lessor Corp, and certain Affiliates of Lessor Corp (the “Collateral Agent”), in connection with a Guaranty and Collateral Agreement dated as of December 26, 2019, among Grantors party thereto and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Collateral Agent, for itself and the benefit of Lessor Corp, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the benefit of Lessor Corp, this Agreement.

In consideration of the mutual agreements set forth herein and in the WH Financing Agreements and the Guaranty and Collateral Agreement, Grantor does hereby grant to Collateral Agent, for itself and the benefit of Lessor Corp and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the WH Financing Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the WH Financing Agreements and

in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the WH Financing Agreements, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Effective Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

WASTE HARMONICS, LLC,

as Grantor

By: 

Name: Neil Carter

Title: Authorized Signatory

Acknowledged:

WHITEHORSE CAPITAL
MANAGEMENT, LLC, as Collateral Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006838 FRAME: 0234

SCHEDULE 1

TRADEMARK COLLATERAL

| Credit Party | Mark | Registration/Serial Number | Filing/Issue Date | Status |
|---|---|----------------------------|--------------------|------------|
| United States | | | | |
| Waste Harmonics, LLC |  | 5797064 | July 9, 2019 | Registered |
| Waste Harmonics, LLC |  | 5797063 | July 9, 2019 | Registered |
| Waste Harmonics, LLC |  | 5797062 | July 9, 2019 | Registered |
| Waste Harmonics, LLC |  | 5791659 | July 2, 2019 | Registered |
| Original registrant: WH Acquisition, LLC Current registrant: Waste Harmonics, LLC |  | 5041452 | September 13, 2016 | Registered |
| Original registrant: ECO2GO Recycling Solutions, LLC, dba Eco2Go Recycling Solutions Current registrant: Waste |  | 4093284* | January 31, 2012 | Registered |

| | | | | |
|-------------------|--|--|--|--|
| Harmonics, LLC | | | | |
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