

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Riverroad Waste Solutions, Inc.		02/27/2020	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pathlight Capital LP		
<b>Street Address:</b>	18 Shipyard Drive		
<b>City:</b>	Hingham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02043		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4158632	RIVERROAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>			
<b>Phone:</b>	617-248-5000		
<b>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Daniel L. Scales		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate, Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2010878-0017		
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales		
<b>SIGNATURE:</b>	/daniel l. scales/		
<b>DATE SIGNED:</b>	02/28/2020		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 27, 2020, by and among **RIVERROAD WASTE SOLUTIONS, INC.**, a New Jersey corporation (“**Grantor**”), in favor of **PATHLIGHT CAPITAL LP**, a Delaware limited partnership, as agent for the Lenders (in such capacity, “**Agent**”) under the Loan Agreement (as defined herein).

**RECITALS**

A. The Grantor, the other Loan Party Obligors party thereto from time to time, the Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement, dated as of March 29, 2019 (as amended by that certain First Amendment to Loan and Security Agreement, dated as of the date hereof, and as may be further amended and restated, 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 to the Borrowers as provided therein.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the 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, the Grantor has granted to the Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of the Grantor, including in the Trademark Collateral (as defined below), 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, the Agent shall promptly, following written request by the Grantor, execute, acknowledge, and deliver to the Grantor all instruments reasonably requested by the Grantor necessary to release the Agent’s security interest in the Trademark Collateral (as defined below) acquired under the Loan Agreement and this Agreement.

2. The Grantor hereby grants to the 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 attached hereto, 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 attached hereto (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 the 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.

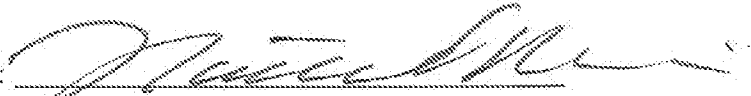
This security interest and lien is granted in conjunction with the security interests and liens granted to the Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect 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 Pages Follow]**

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

RIVERROAD WASTE SOLUTIONS, INC.,  
a New Jersey corporation

By:   
Name: Nate Morris  
Title: CEO

Acknowledged by:

**PATHLIGHT CAPITAL LP,**  
as Agent

By: 

Name: Kyle Shonak

Title: Managing Director

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**A. Trademarks**

<b>Title</b>	<b>App. No.</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Status</b>
RIVERROAD	85220895	United States	4158632	Allowed