

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577701

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900543277		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red River Waste Solutions, LP		04/01/2020	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	MUFG UNION BANK, N.A.		
Street Address:	3536 Concours, Suite 300		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91764		
Entity Type:	Association: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4917046	RR WASTE SOLUTIONS	
Registration Number:	4917045	RR WASTE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	1888829581		
<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:	(312)288-3582		
Email:	alyssa.howard@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Magdalena Lazarz		
SIGNATURE:	/Magdalena Lazarz/		
DATE SIGNED:	05/22/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of April 1, 2020, by Red River Waste Solutions, LP ("*Grantor*"), in favor of MUFG Union Bank, N.A., in its capacity as Administrative Agent for itself and the other Lenders (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has entered into a Security Agreement, dated April 1, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Creditors (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

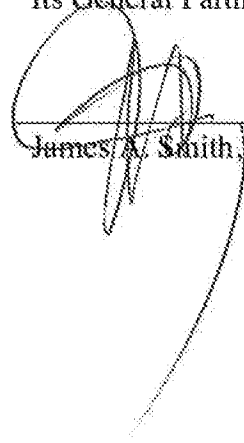
This Trademark Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of Texas without reference to conflicts of law rules.

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

GRANTOR:

RED RIVER WASTE SOLUTIONS, LP
By: Red River Waste Solutions GP, LLC
Its General Partner

By



James A. Smith Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006943 FRAME: 0516

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

Registered Trademarks and Pending Trademark Applications:

1. Reg. No. 4917046, for the mark RR WASTE SOLUTIONS, registration date March 15, 2016
2. Reg. No. 4917045, for the mark RR WASTE SOLUTIONS and Design, registration date March 15, 2016