

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rumpke Consolidated Companies, Inc.		09/30/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10 S. Wacker Drive, 15th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2460784	RUMPKE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	10326120		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	09/30/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Rumpke Consolidated Companies, Inc. ("Borrower") in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent ("Administrative Agent"). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

WHEREAS, Borrower owns the trademarks listed on Schedule A annexed hereto;

WHEREAS, Borrower, certain Subsidiaries of Borrower and Administrative Agent entered into that certain Amended and Restated Security Agreement, dated as of September 24, 2020 (as amended, restated, amended and restated, supplemented, joined or otherwise modified from time to time, the "Security Agreement"), pursuant to which Borrower granted to Administrative Agent a continuing security interest in, among other Collateral, certain trademarks of Borrower and agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "USPTO") and any other appropriate governmental authorities;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

Section 1. Incorporation of Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of the security interest herein with the USPTO. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to Administrative Agent is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment, performance and observance of all Secured Obligations, Borrower hereby pledges, assigns and grants to Administrative Agent a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the USPTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Borrower, including, without

limitation, each trademark registration and application listed on Schedule A hereto (but excluding any “intent to use” trademark application for which a statement of use has not been filed (but only until such statement is filed));

- b) all reissues, continuations or extensions of any of the foregoing;
- c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and
- d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any claim by Borrower against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment thereof of any trademark or trademark application listed on Schedule A hereto, or injury to the goodwill associated with any of the foregoing.

Section 3. Borrower Remains Liable. Borrower hereby agrees that, anything herein to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and trademark applications subject to a security interest hereunder.

Section 4. Binding Effect. This Agreement shall be binding upon the successors and assigns of Borrower and shall inure to the benefit of Administrative Agent and its successors and assigns.

Section 5. Governing Law. This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the laws of the State of Illinois.

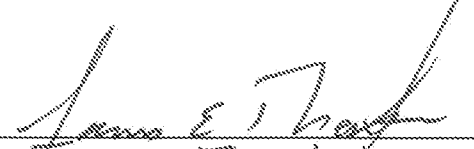
Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first above written.

BORROWER:

**RUMPKE CONSOLIDATED COMPANIES,
INC.**

By: 
Name: James Thaxton
Title: Secretary

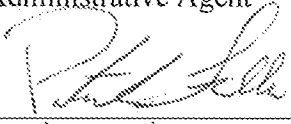
[Signature Page to Trademark Security Agreement]

738301596

**TRADEMARK
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ACKNOWLEDGED AND AGREED
as of the date first above written:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as collateral agent,
as Administrative Agent

By: 
Name: Patrick L. We
Title: Relationship Manager

[Signature Page to Trademark Security Agreement]

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TRADEMARK
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SCHEDULE A
TRADEMARKS

Registration No.	Issue Date	Mark
2,460,784	6/19/01	Stylized "Rumpke"