

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 6494 / Frame 0072)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/18/2020	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Synagro Technologies, Inc.
Street Address:	435 Williams Court, Suite 100
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21220
Entity Type:	Corporation: DELAWARE
Name:	Synagro-WWT, Inc.
Street Address:	435 Williams Court, Suite 100
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21220
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4864004	ALL GRO
Registration Number:	1760880	ALLGRO
Registration Number:	1710537	BIO FIX
Registration Number:	4852103	BIO GRO
Registration Number:	2010130	GRANULITE
Registration Number:	4826382	GRANULITE
Registration Number:	2595501	SYNAGRO
Registration Number:	2467138	SYNAGRO
Registration Number:	2448768	SYNAGRO
Registration Number:	4439660	SYNAGRO
Registration Number:	5423828	SYNAGRO MICRO-LIME
Registration Number:	1577046	BIO GRO SYSTEMS

OP \$315.00 4864004

CORRESPONDENCE DATA**Fax Number:** 8009144240

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.

Phone: 8007130755**Email:** james.murray@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	12/21/2020

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other Bank

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 18, 2020

- Assignment Merger
- Security Agreement Change of Name
- Other Release (Reel 6494 / Frame 0072)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: _____ 1. Synagro Technologies, Inc.
Corporation - Delaware, USA

Street Address: _____ 2. Synagro-WWT, Inc.
Corporation - Maryland, USA

City: _____

State: _____

Address: _____
435 Williams Court, Suite 100
Baltimore, MD 21220

Country: _____

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 46650.030 (ABL)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

December 18, 2020

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This Release of Security Interests in Trademarks (“Release”) is made as of the 18th day of December, 2020 (the “Release Date”), by BANK OF AMERICA, N.A. (“Administrative Agent”) having an office located at One Bryant Park, New York, New York 10036 in favor of SYNAGRO-WWT, INC. (“Synagro-WWT”), SYNAGRO TECHNOLOGIES, INC. (“Synagro Technologies”), and together with Synagro-WWT, the “Grantors”, and each a “Grantor”) having an office located at 435 Williams Ct, Suite 100, Baltimore, Maryland 21220.

WHEREAS, with reference to the Collateral Agreement dated as of November 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), pursuant to which each Grantor granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the Trademark Collateral, the Grantors and the Administrative Agent entered into that certain Trademark Security Agreement dated November 9, 2018 (the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded on December 4, 2018 with the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel 006494, Frame 0072. All capitalized term used, but not defined herein, shall have the meaning ascribed or referenced to them in the Trademark Security Agreement.

WHEREAS, Administrative Agent has agreed to terminate, release and discharge its Security Interest in all the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Administrative Agent hereby agree as follows:

All of Administrative Agent’s Security Interest in the Trademark Collateral, including those registered and applied for Trademarks listed on Schedule A, pursuant to the Trademark Security Agreement are hereby, without representation or warranty of any kind, terminated, released, cancelled and discharged, and the Administrative Agent shall take any other action, including executing and delivering any additional termination documents reasonably requested by each Grantor at such Grantor’s cost and expense, including filings with the U.S. Patent and Trademark Office against the Trademark Collateral, as shall be necessary to effect the purpose of this Release, each at such Grantor’s cost and expense.

If and to the extent that Administrative Agent has acquired any right, title or interest in or to any of the Trademark Collateral, it hereby, without representation or warranty of any kind, re-assigns and re-transfers such rights, title or interest to the applicable Grantor, along with any goodwill in the Trademark Collateral that the Administrative Agent may have acquired.

The Administrative Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

This Release shall be governed by the laws of the State of New York. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Release may be executed counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, each of the parties hereto has caused this document to be signed as of the date first set forth above by a duly authorized representative.

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: 

Name: Gregory Kross

Title: Senior Vice President

SIGNATURE PAGE TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS

TRADEMARK
REEL: 007141 FRAME: 0540

SCHEDULE A

Trademark Collateral

U.S. Trademarks Owned: 12

Trademark	Registration Number	Registration Date	File Date
ALL GRO	4,864,004	December 1, 2015	June 4, 2014
	1,760,880	March 30, 1993	August 13, 1992
BIO FIX	1,710,537	August 25, 1992	May 23, 1990
BIO GRO	4,852,103	November 10, 2015	June 5, 2014
GRANULITE	2,010,130	October 22, 1996	November 13, 1995
	4,826,382	October 6, 2015	February 17, 2015
SYNAGRO	2,595,501	July 16, 2002	July 10, 2000
SYNAGRO	2,467,138	July 10, 2001	September 2, 1999
SYNAGRO	2,448,768	May 8, 2001	September 2, 19999
	4,439,660	November 26, 2013	April 8, 2013
SYNAGRO MICROLIME	5,423,828	March 13, 2018	September 10, 2015
Bio Gro Systems	1,577,046	January 9, 1990	April 24, 1989

SCHEDULE A TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS

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