

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615799

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Synagro Technologies, Inc.		12/18/2020	Corporation: DELAWARE
Synagro-WWT, Inc.		12/18/2020	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	KeyBank National Association, as Administrative Agent
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	Bank: UNITED STATES

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

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

TRADEMARK

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: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 18, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**), is made by and among Synagro-WWT, Inc. and Synagro Technologies, Inc. (collectively, the **Grantors**) and KeyBank National Association, as administrative agent (in such capacity, the **Administrative Agent**).

Reference is made to (a) the Revolving Credit Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Credit Agreement**), among Whitmarsh Infrastructure Acquisition, Inc., Whitmarsh Drilling Acquisition, Inc., Whitmarsh Rail Acquisition, Inc. (collectively, the **Borrowers**), Shamrock Guarantor, Inc. (**Holdings**), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **Collateral Agreement**), among the Borrowers, Holdings, the other Initial Grantors, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and each Issuing Bank have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce (i) the Lenders to make additional Loans and as consideration for Loans previously made and (ii) each Issuing Bank to issue Letters of Credit. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.
2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the **Security Interest**) in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the **Trademark Collateral**). Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.
3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.
4. Counterparts. This Agreement may be executed in 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 Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

SYNAGRO TECHNOLOGIES, INC., as a Grantor

By: 

Name: Alan Slepian

Title: Secretary

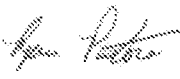
SYNAGRO-WWI, INC., as a Grantor

By: 

Name: Alan Slepian




Title: Secretary

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Ryan Pastore
Title: Senior Vice President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Recorded Owner
ALL GRO	86/299,880	06/04/2014	4,864,004	12/01/2015	SYNAGRO-WWT, INC.
	74/304,897	08/13/1992	1,760,880	03/30/1993	SYNAGRO-WWT, INC
BIO FIX	74/061,887	05/23/1990	1,710,537	08/25/1992	SYNAGRO-WWT, INC.
BIO GRO	86/301,787	06/05/2014	4,852,103	11/10/2015	SYNAGRO-WWT, INC.
GRANULITE	75018339	11/13/1995	2,010,130	10/22/1996	SYNAGRO-WWT, INC.
	86/536,797	02/17/2015	4,826,382	10/06/2015	SYNAGRO-WWT, INC.
SYNAGRO	76/088,326	07/10/2000	2,595,501	07/16/2002	Synagro Technologies, Inc.
SYNAGRO	75/791,915	09/02/1999	2,467,138	07/10/2001	Synagro Technologies, Inc.
SYNAGRO	75/791,914	09/02/1999	2,448,768	05/08/2001	Synagro Technologies, Inc.
	85/897,786	04/08/2013	4,439,660	11/26/2013	Synagro Technologies, Inc.
SYNAGRO MICRO-LIME	86/752,547	09/10/2015	5,423,828	03/13/2018	Synagro Technologies, Inc.
Bio Gro System	73/795830	04/24/1989	1,577,046 (Cancelled)	01/09/1990	SYNAGRO-WWT, INC.