

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630673

<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>
GreenTech Environmental, LLC		03/09/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RF Investment Partners SBIC, LP, as Agent		
<b>Street Address:</b>	150 N. Wacker Drive, Suite 2160		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6091474	ARC	
<b>Registration Number:</b>	5438442		
<b>Registration Number:</b>	5604401	GREENTECH ENVIRONMENTAL	
<b>Registration Number:</b>	5578425	PUREAIR	
<b>Registration Number:</b>	5568578	PUREWATER	
<b>Registration Number:</b>	5544204	PUREFLOW	
<b>Registration Number:</b>	5791309	PUREPOWER	
<b>Registration Number:</b>	4391426	ECO LAUNDRY	
<b>Registration Number:</b>	4190752	THERMAWAVE	
<b>Registration Number:</b>	4194666	GT3000	
<b>Registration Number:</b>	4194667	GT1500	
<b>Registration Number:</b>	4046426	PUREWASH	
<b>Serial Number:</b>	90174459	ARC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312.577.8034		
<b>Email:</b>	oscar.ruiz@katten.com		
<b>TRADEMARK</b>			

CH \$340.00 6091474

**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 389911-00016

**NAME OF SUBMITTER:** Oscar Ruiz

**SIGNATURE:** /Oscar Ruiz/

**DATE SIGNED:** 03/09/2021

**Total Attachments: 6**

source=RF\_GreenTech - Trademark Security Agreement#page1.tif

source=RF\_GreenTech - Trademark Security Agreement#page2.tif

source=RF\_GreenTech - Trademark Security Agreement#page3.tif

source=RF\_GreenTech - Trademark Security Agreement#page4.tif

source=RF\_GreenTech - Trademark Security Agreement#page5.tif

source=RF\_GreenTech - Trademark Security Agreement#page6.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 9, 2021, is made by the entity listed on the signature pages hereof ( "**Grantor**") in favor of RF INVESTMENT PARTNERS SBIC, LP ("**RF Investment**"), as collateral and administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Purchasers (as defined in the Securities Purchase Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Securities Purchase Agreement**"), by and among the Borrowers, the other Company Parties from time to time party thereto, the Purchasers from time to time party thereto and RF Investment, as Agent for the Purchasers, the Purchasers have severally agreed to purchase certain senior secured promissory notes issued by the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Securities Purchase Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and Agent to enter into the Securities Purchase Agreement and to induce the Purchasers to purchase the senior secured promissory notes issued by the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Purchasers, and grants to Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Trademark Collateral**"):

(a) all of its United States Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities 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 past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent to use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

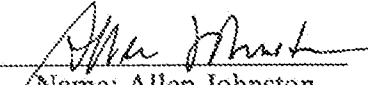
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of law or choice of law principles except as set forth in Section 5-1401 of the New York General Obligations Law.

**[Signature Pages Follow]**

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

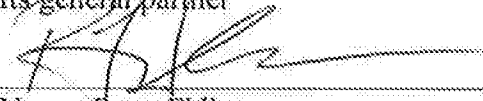
**GREENTECH ENVIRONMENTAL, LLC**  
as Grantor

By:   
Name: Allen Johnston  
Title: President and CEO

ACCEPTED AND AGREED  
as of the date first above written:

**RF INVESTMENT PARTNERS SBIC, LP, as Agent**

By: RF INVESTMENT PARTNERS, LLC,  
its general partner



---

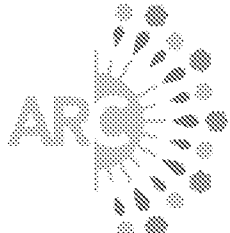
Name: Peter Fidler  
Title: Managing Partner

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Application Number	Application Date	Registration Number	Registration Date	Status of Mark
ARC	87859132	4/2/18	6091474	6/30/20	Registered
DESIGN ONLY 	87704567	12/1/17	5438442	4/3/18	Registered
GREENTECH ENVIRONMENTAL + DESIGN 	87599514	9/7/17	5604401	11/13/18	Registered
PUREAIR + DESIGN 	87599548	9/7/17	5578425	10/9/18	Registered
PUREWATER + DESIGN 	87599680	9/7/17	5568578	9/25/18	Registered
PUREFLOW + DESIGN 	87599740	9/7/17	5544204	8/21/18	Registered
PUREPOWER 	87599804	9/7/17	5791309	7/2/19	Registered
ECO LAUNDRY + DESIGN 	85812953	12/31/12	4391426	8/27/13	Registered
THERMAWAVE	85521442	1/20/12	4190752	8/14/12	Registered
GT3000	85518330	1/17/12	4194666	8/21/12	Registered
GT1500	85518358	1/17/12	4194667	8/21/12	Registered
PUREWASH	85086257	7/16/10	4046426	10/25/11	Registered

Trademark Applications

Mark	Application Number	Application Date	Registration Number	Registration Date	Status of Mark
ARC + DESIGN 	90174459	9/11/2020	N/A	N/A	Pending