

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 6984/0966		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB		03/25/2021	Federal Savings Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Organix Recycling, LLC		
Street Address:	19065 Hickory Creek Drive		
Internal Address:	Suite 240		
City:	Mokena		
State/Country:	ILLINOIS		
Postal Code:	60448		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88838841	ORGANIX RECYCLING	
Serial Number:	88838972	ORGANIX RECYCLING	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60642		
ATTORNEY DOCKET NUMBER:	49273-5-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	03/26/2021		
Total Attachments: 3			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “Release”) is made as of March 25, 2021, and granted by WILMINGTON SAVINGS FUND SOCIETY, FSB (the “Administrative Agent”), in its capacity as Administrative Agent and Collateral Agent pursuant to that certain Second Lien Pledge and Security Agreement dated as of June 29, 2020 (as amended, restated, supplemented or otherwise modified and in effect as of the date hereof, the “Second Lien Pledge and Security Agreement”) by and among ORGANIX RECYCLING, LLC, a Delaware limited liability company (the “Grantor”), the other Loan Parties thereto, and the Administrative Agent. Capitalized terms used herein have the meanings attributed thereto in the Second Lien Pledge and Security Agreement unless otherwise defined herein.

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement, a security interest (the “Security Interest”) was granted by the Grantor to the Administrative Agent in the Collateral, including the Trademark Collateral (as defined in the Second Lien Trademark Security Agreement (hereinafter defined));

WHEREAS, pursuant to the terms and conditions of that certain Second Lien Trademark Security Agreement dated as of June 29, 2020 which was recorded with the United States Patent and Trademark Office on June 30, 2020 on Reel 6984 Frame 0966 (the “Second Lien Trademark Security Agreement”), the Grantor pledged to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Administrative Agent (at the direction of the Lenders) now desires to terminate and release the entirety of its Security Interest in and lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Second Lien Pledge and Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby states as follows:

1. Definitions. The term “Trademark Collateral” shall have the meaning provided by reference in the Second Lien Trademark Security Agreement, and shall include, without limitation, all of the Grantor’s right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule I hereto.

2. Release of Security Interest. The Administrative Agent (at the direction of the Lenders) hereby terminates the Second Lien Trademark Security Agreement and hereby terminates, cancels, discharges and releases its Security Interest in and any lien upon the Trademark Collateral, in each case without warranty or recourse.


3. Further Assurances. The Administrative Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor’s sole expense.

4. Governing Law. This Release shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.


WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent

By: 
Name: Raye Goldsborough
Title: Vice President

[Signature Page to Trademark Security Agreement Release]

TRADEMARK
REEL: 007233 FRAME: 0953

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT RELEASE
TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	Jurisdiction	App.No./ App. Date
Organix Recycling, LLC	<p style="text-align: center;">ORGANIX RECYCLING & Design</p> 	U.S.	88838841 18-MAR- 2020
Organix Recycling, LLC	<p style="text-align: center;">ORGANIX RECYCLING</p>	U.S.	88838972 18-MAR- 2020