

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643838

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Contra Costa Waste Service, Inc.		05/03/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MUFG Union Bank		
<b>Street Address:</b>	1415 L Street, Ste 740		
<b>City:</b>	Sacramento		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95814		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5864547	MT. DIABLO RESOURCE RECOVERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295817		
<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) 288-3586		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	Nancy Helm Brown		
<b>Address Line 1:</b>	2929 Allen Pkwy		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Houston, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia		
<b>SIGNATURE:</b>	/Diandra M. LaMantia/		
<b>DATE SIGNED:</b>	05/03/2021		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 3rd day of May, 2021, by CONTRA COSTA WASTE SERVICE, INC., a California corporation ("*Grantor*") and MUFU UNION BANK, N.A., a national banking association (in such capacity, together with its successors and assigns in such capacity, "*Lender*").

### WITNESSETH

WHEREAS, Grantor is entering into that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*"), among Grantor, the other Borrowers party thereto, and the Lender;

WHEREAS, in connection with the Credit Agreement, Grantor previously entered into that certain Security Agreement dated as of July 1, 2016 (such Security Agreement as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, assigns, and pledges to the Lender as collateral security for the Secured Obligations, a lien on and security interest in and right of set-off against, and acknowledges and agrees that the Lender shall continue to have a continuing lien on and security interest in, and right of set-off against (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*");

(a) all of its trademarks, including all applications, registrations and licenses therefor to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or

future (i) infringement or dilution of any trademark, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation in connection with any trademark license.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Lender, whether or not they are unenforceable or not allowable due to the existence of a case arising under or related to a case under the United States Bankruptcy Code (or any successor statute).

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. TERMINATION. Upon the termination of the Credit Agreement and the satisfaction of all obligations due thereunder, the Lender shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. The Lender further agrees to execute any such other additional documents as Grantor may request in order to effectuate such release.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO CONFLICTS OF LAW RULES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CONTRA COSTA WASTE SERVICE, INC.

By:   
Name: Ronald S. Probs  
Title: CEO

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

MUFG UNION BANK, N.A.

By:   
Name: Scott J. Jetter  
Its: Managing Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS/APPLICATIONS**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
Mt. Diablo Resource Recovery	Contra Costa Waste Service, Inc.	5864547	7/9/2019