

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charah, LLC		11/09/2021	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1300 East Ninth Street, 13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5918273	CHARAH	
Registration Number:	2856362	PRICELITE	
Registration Number:	3868660	PONDIX	
Registration Number:	5373464		
Registration Number:	5494310	MULTISOURCE	
Registration Number:	5672569	MULTISOURCE	
Registration Number:	6043232	MP618	
Registration Number:	5912352	SERVICE ABOVE ALL	
Registration Number:	2666149	CHARAH	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		
Email:	jaclyn.digrande@goldbergekohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$240.00 5918273

ATTORNEY DOCKET NUMBER:	1075.324
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	11/11/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), dated as of November 9, 2021, is by CHARAH, LLC, a Kentucky limited liability company ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 9, 2021, by and among the Grantor, the other Loan Parties party thereto from time to time, and the Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Administrative Agent and Lenders has agreed to make loans and certain financial accommodations to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain Pledge and Security Agreement dated as of November 9, 2021 (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include any United States intent-to-use trademark applications 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 federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[SIGNATURE PAGE FOLLOWS]

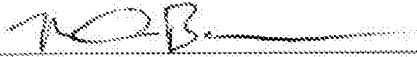
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHARAH, LLC, a Kentucky limited liability company

By: 
Name: Scott Sewell
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: Mac Banas
Title: Authorized Officer

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS**

Grantor	Title	Filing Date/Issued Date	Country	Application/Registration No.
Charah, LLC	CHARAH	November 26, 2019	U.S.	5,918,273
Charah, LLC	PRICELITE	June 22, 2004	U.S.	2,856,362
Charah, LLC	PONDIX	October 26, 2010	U.S.	3,868,660
Charah, LLC	(Symbol)	January 9, 2018	U.S.	5,373,464
Charah, LLC	MULTISOURCE	June 12, 2018	U.S.	5,494,310
Charah, LLC	MULTISOURCE & Design	February 12, 2019	U.S.	5,672,569
Charah, LLC	MP618	April 28, 2020	U.S.	6,043,232
Charah, LLC	MULTICEM	July 13, 2018	U.S.	88/037,240 Intent-to-use
Charah, LLC	CHARAH	May 20, 2019	Pakistan	534742 534743 534744 534745 534746 534747 534748 534749
Charah, LLC	CHARAH	May 30, 2019	China	38542721 38542722 38542723 38542724 38542725 38542726 38542727 38542728

Charah, LLC	CHARAH	May 30, 2019	Mexico	2114800
Charah, LLC	CHARAH	May 30, 2019	Panama	273998
Charah, LLC	CHARAH	June 12, 2019	U.A.E	312270 312271 312272 312273 312274 312275 312276 312277
Charah, LLC	CHARAH	June 12, 2019	Saudi Arabia	1440024914 1440024915 1440024916 1440024917 1440024918 1440024920 1440024921 1440024922
Charah, LLC	CHARAH	September 2, 2019	India	4177931 4177932 4177933 4177934 4177936 4177937 4177938 4238544
Charah, LLC	MULTIPOZZ	November 19, 2019	U.S.	88/504,292 Intent-to-use
Charah, LLC	CHARAH	November 19, 2019	Brazil	917336453 917336615 917336747 917336828 917336941 917337107 917337298 917337417
Charah, LLC	SERVICE ABOVE ALL	November 19, 2019	U.S.	5,912,352
Charah, LLC	CHARAH	November 30, 2019	South Korea	40-2019-0084120 (40-1601843)

				40-2019-0084145 (40-1628934)
				40-2019-0084167 (40-1617832)
				40-2019-0084200 (40-1628933)
Charah, LLC	MULTIPOZZ	January 6, 2020	U.A.E.	323501 323502 323503 323504 323505
Charah, LLC	MULTIPOZZ	January 6, 2020	Australia	2061130
Charah, LLC	MULTIPOZZ	January 6, 2020	India	4398613
Charah, LLC	MULTIPOZZ	January 6, 2020	Turkey	2020/01287
Charah, LLC	MULTIPOZZ	January 6, 2020	Canada	2,004,674
Charah, LLC	MULTIPOZZ	January 7, 2020	E.U.	018176365
Charah, LLC	MULTIPOZZ	January 7, 2020	Japan	2020-001806
Charah, LLC	MULTIPOZZ	January 7, 2020	Colombia	SD2020-0000734
Charah, LLC	MULTIPOZZ	January 8, 2020	Mexico	2310945 2131110 2311042 2311048
Charah, LLC	CHARAH	January 27, 2020	Turkey	2019/49553

Charah, LLC	CHARAH	February 11, 2010	E.U.	018065093
Charah, LLC	CHARAH	February 28, 2020	U.K.	0000347084 2
Charah, LLC	CHARAH	April 22, 2020	Australia	2009122
Charah, LLC	CHARAH	April 28, 2020 September 15, 2020	Dominican Republic	272443
Charah, LLC	CHARAH	May 18, 2020	Japan	6242079
Charah, LLC	CHARAH	June 10, 2020	Guyana	30343A
Charah, LLC	CHARAH	August 3, 2020	Pakistan	534742 534743 534744 534745 534746 534747 534748 534749
Charah, LLC	CHARAH	August 31, 2020	Colombia	644776
Charah, LLC	CHARAH	December 24, 2002	U.S.	2,666,149