

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM691341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covanta Energy, LLC		11/30/2021	Limited Liability Company: DELAWARE
Covanta Environmental Solutions, LLC		11/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Agent		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3451902	COVANTA	
Registration Number:	4032755	ECOVANTA	
Registration Number:	4062821	RX4SAFETY	
Registration Number:	3780873	VACSIMIZER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@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:	11/30/2021		

OP \$115.00 3451902

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 30, 2021 (this “Agreement”), between the undersigned (the “Grantor”) and Barclays Bank PLC (“Barclays”) in its capacity as agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the “Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of November 30, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Covert Intermediate, Inc., a Delaware corporation (“Holdings”), Covert Mergeco, Inc., a Delaware corporation (to be merged with and into Covanta Holding Corporation on the Closing Date pursuant to the Target Merger (“Merger Sub” and the “Initial Borrower”), Covanta Holding Corporation, a Delaware corporation (the “Target” and the “Post-Merger Borrower”) and any Additional Borrower (each a “Borrower”), the lenders and issuing banks from time to time party thereto (the “Lenders”) and the Agent and (b) the Pledge and Security Agreement dated as of November 30, 2021 (the “Security Agreement”), by and among Holdings, Parent, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 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 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 listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 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. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

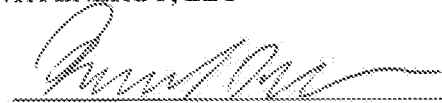
SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. REFERENCE IS MADE TO EACH ACCEPTABLE INTERCREDITOR AGREEMENT (IF ANY) ENTERED INTO BY THE AGENT. EACH LENDER AND ISSUING BANK HEREUNDER AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND AUTHORIZES AND INSTRUCTS THE AGENT TO ENTER INTO ANY ACCEPTABLE INTERCREDITOR AGREEMENT IN THE CAPACITY OTHERWISE PERMITTED HEREUNDER AND ON BEHALF OF SUCH LENDER OR ISSUING BANK. THE PROVISIONS OF THIS SECTION 6 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO SUCH ACCEPTABLE INTERCREDITOR AGREEMENT TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER AND ISSUING BANK IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER OR ISSUING BANK AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN ANY ACCEPTABLE INTERCREDITOR AGREEMENT.

[Signature Pages Follow]

I IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COVANTA ENERGY, LLC

By:



Name: Bradford J. Helgeson
Title: Executive Vice President and
Chief Financial Officer

COVANTA ENVIRONMENTAL SOLUTIONS,
LLC

By:

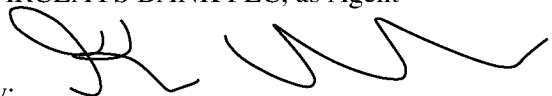


Name: Bradford J. Helgeson
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BARCLAYS BANK PLC, as Agent

By: 
Name: Kevin Crealese
Title: Managing Director

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Registered Owner
COVANTA	3451902	June 24, 2008	Covanta Energy, LLC
ECOVANTA	4032755	Sept. 27, 2011	Covanta Energy, LLC
RX4SAFETY	4062821	Nov. 29, 2011	Covanta Energy, LLC
VACSIMIZER	3780873	April 27, 2010	Covanta Environmental Solutions, LLC

U.S. TRADEMARK APPLICATIONS

None.