

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenwaste Recovery, LLC		12/10/2021	Limited Liability Company:
Zanker Road Resource Management, LTD.		12/10/2021	Limited Partnership:
RECEIVING PARTY DATA			
Name:	TRUIST BANK, as Collateral Agent		
Street Address:	3333 Peachtree Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6095876	GREENWASTE A BRIGHTER SHADE OF GREEN	
Serial Number:	90477962	GREENOVATION	
Serial Number:	90399316	ZANKERRECYCLING RETHINK. REINVENT. RENEW	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	88877-00189		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/28/2021		
Total Attachments: 5			

CH \$90.00 6095876

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2021, made by the signatories hereto indicated as a “Grantor” (each, a “Grantor” and collectively, the “Grantors”), in favor of TRUIST BANK, as the Collateral Agent (as defined in the Security Agreement referred to below).

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement (including by way of cross reference thereunder to defined terms in other documents).

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, 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 or under the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest: (i) any and all of the Owned Trademarks included in the Collateral, including those listed on Schedule I hereto, (ii) the goodwill of the business symbolized thereby or associated therewith, (iii) all rights and privileges arising under applicable Laws with respect to the use of any such Trademarks, (iv) all reissues, continuations, extensions and renewals thereof and amendments thereto (v) all rights corresponding thereto throughout the world, (vi) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements, dilutions and other violations thereof, and (vii) all rights to sue for past, present or future infringements, dilutions, or other violations thereof (the “Trademark Collateral”); provided that notwithstanding the foregoing or any other provision of this Trademark Security Agreement to the contrary, the Trademark Collateral shall not include any, and no Security Interest shall be granted in any, Excluded Assets.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all documents (including, but not limited, to 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) and perform all actions specified in Sections 7.13(d) and (e) of the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each 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.

GREENWASTE RECOVERY, LLC,
as Grantor

By: 

Name: Dave Tilton
Title: Chief Financial Officer

DAVID

**ZANKER ROAD RESOURCE
MANAGEMENT, LTD.,**
as Grantor

By: 

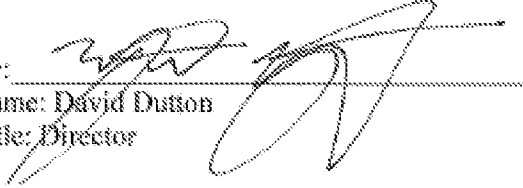
Name: Dave Tilton
Title: Chief Financial Officer

DAVID

[Signature Page to Trademark Security Agreement]


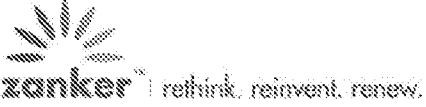
Accepted and Agreed:

TRUIST BANK,
as the Collateral Agent

By: 
Name: David Dutton
Title: Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

UNITED STATES TRADEMARKS:

Mark	Reg. No. and Reg. Date/App. No. and App. Date	Owner
	U.S. Reg. No. 6,095,876 Reg. Date: July 7, 2020	GreenWaste Recovery, LLC ¹
GREENOVATION	US Trademark Application No. 90477962 Application Date: January 20, 2021	Zanker Road Resource Management, Ltd.
	US Trademark Application No. 90399316 Application Date: December 21, 2020	Zanker Road Resource Management, Ltd.

¹ Current recorded title is in the name of GreenWaste Recovery, Inc. but will be updated with the USPTO after the Closing Date to GreenWaste Recovery, LLC.