

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOMERSET INTERNATIONAL, INC.		05/13/2022	Corporation: DELAWARE
ENVIRONMENTAL SOLUTIONS, INC.		05/13/2022	Corporation: DELAWARE
SOMERSET IPCO, LLC		05/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	214 North Tryon Street - 27th Floor		
Internal Address:	CN-NC-H27Q		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202-1078		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5157312	MAELSTROM OXIDIZER	
Registration Number:	4893610	SOMERSET COAL INTERNATIONAL	
Registration Number:	4893611	S SOMERSET COAL INTERNATIONAL	
Registration Number:	5037146	SUB 325	
Serial Number:	88320322	SUB325 EFFLUENT FLOTATION	
CORRESPONDENCE DATA			
Fax Number:	2125305219		
<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:	2125305878		
Email:	dcip@milbank.com, jgarces@milbank.com		
Correspondent Name:	John Garces, Esq.		
Address Line 1:	55 Hudson Yards		
Address Line 2:	Milbank, LLP		

CH \$140.00 5157312

Address Line 4:	New York, NEW YORK 10001-2163
ATTORNEY DOCKET NUMBER:	32643.00066
NAME OF SUBMITTER:	John Garces
SIGNATURE:	/John Garces/
DATE SIGNED:	05/19/2022
Total Attachments: 5 source=03.2. Somerset - Trademark Security Agreement 4862-9807-3887 v.1#page1.tif source=03.2. Somerset - Trademark Security Agreement 4862-9807-3887 v.1#page2.tif source=03.2. Somerset - Trademark Security Agreement 4862-9807-3887 v.1#page3.tif source=03.2. Somerset - Trademark Security Agreement 4862-9807-3887 v.1#page4.tif source=03.2. Somerset - Trademark Security Agreement 4862-9807-3887 v.1#page5.tif	

GRANT OF A SECURITY INTEREST –TRADEMARKS

May 13, 2022

WHEREAS, the grantors listed on the signature pages to the Pledge and Security Agreement (as defined below) (each, a “Grantor” and, collectively, the “Grantors”) have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated as of May 13, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement) (in such capacity, together with its successors and permitted assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors have granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Pledge and Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein *mutatis mutandis* by reference as if fully set forth herein.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Grant of a Security Interest – Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set above.

GRANTORS:

SOMERSET INTERNATIONAL, INC., a
Delaware corporation

By: 

Name: Oscar A. Mockridge
Title: Chief Financial Officer

ENVIRONMENTAL SOLUTIONS, INC., a
Delaware corporation

By: _____

Name: Todd Eisenbud
Title: Chief Executive Officer

SOMERSET IPCO, LLC,
a Delaware limited liability company

By: 

Name: Oscar A. Mockridge
Title: Manager

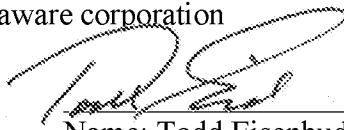
IN WITNESS WHEREOF, the undersigned have caused this Grant of a Security Interest – Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set above.

GRANTORS:

SOMERSET INTERNATIONAL, INC., a
Delaware corporation

By: _____
Name: Oscar A. Mockridge
Title: Chief Financial Officer

ENVIRONMENTAL SOLUTIONS, INC., a
Delaware corporation

By:  _____
Name: Todd Eisenbud
Title: Chief Executive Officer

SOMERSET IPCO, LLC,
a Delaware limited liability company

By: _____
Name: Oscar A. Mockridge
Title: Manager

COLLATERAL AGENT:

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: 

Name: James A. Hanley
Title: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

Grantor	Mark	Country	Serial No.	Filing Date	Reg. No.	Status
Environmental Solutions, Inc. d/b/a Somerset Environmental Solutions, Inc.	MAELSTROM OXIDIZER	U.S.A.	86831658	November 25, 2015	5157312	Active
Somerset IPCo, LLC	SOMERSET COAL INTERNATIONAL	U.S.A.	86448312	November 7, 2014	4893610	Active
	S SOMERSET COAL INTERNATIONAL	U.S.A.	86448328	November 7, 2014	4893611	Active
	SUB 325	U.S.A.	86465305	November 26, 2014	5037146	Active
	SUB325 EFFLUENT FLOTATION	U.S.A.	88320322	February 28, 2019	N/A	Active