

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM730506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Enstructure LLC		05/25/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6272514	CD TERMINAL	
<b>Registration Number:</b>	6304792	CD TERMINAL WINONA, MN	
<b>Registration Number:</b>	6292778	ECO2 DEVELOPMENT RECYCLING CENTER	
<b>Registration Number:</b>	6425606	ECO2 DEVELOPMENT RECYCLING CENTER	
<b>Registration Number:</b>	6175327	ENSTRUCTURE	
<b>Registration Number:</b>	6175319	ENSTRUCTURE	
<b>Registration Number:</b>	6180139	ENSTRUCTURE	
<b>Registration Number:</b>	6169416	ENSTRUCTURE	
<b>Registration Number:</b>	6318808	FD FULLEN DOCK & WAREHOUSE	
<b>Registration Number:</b>	6277424	FD	
<b>Registration Number:</b>	6292790	FULLEN DOCK & WAREHOUSE	
<b>Registration Number:</b>	6272511	JIMMY T WOOD EST. LLC 1951	
<b>Registration Number:</b>	6272510	JIMMY T. WOOD	
<b>Serial Number:</b>	88823030	GT	
<b>Serial Number:</b>	97359261		
<b>Serial Number:</b>	97359260	PORT CONTRACTORS	
<b>Serial Number:</b>	97359257	ASI	
<b>Serial Number:</b>	97359254	AMBASSADOR SERVICES INTERNATIONAL	

OP \$465.00 6272514

**CORRESPONDENCE DATA****Fax Number:** 7045032622*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.***Phone:** 7045032600**Email:** msheehan@kslaw.com**Correspondent Name:** King & Spalding LLP**Address Line 1:** 300 S. Tryon St., Ste 1700**Address Line 2:** Attn: Moira Sheehan**Address Line 4:** Charlotte, NORTH CAROLINA 28202**ATTORNEY DOCKET NUMBER:** 18876.515243**NAME OF SUBMITTER:** Moira Sheehan**SIGNATURE:** /Moira Sheehan/**DATE SIGNED:** 05/26/2022**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 25, 2022, is made by Enstructure LLC, a Delaware Limited Liability Company (the “**Grantor**”), in favor of Wilmington Trust, National Association, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of May 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement. The rules of interpretation specified in Section 1.02 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Recording. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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.

Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

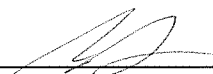
Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**ENSTRUCTURE LLC**, as Grantor

By: \_\_\_\_\_

  
Name: Matthew Satnick

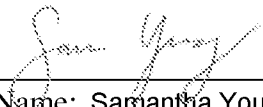
Title: Co-Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007734 FRAME: 0273**

Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Collateral Agent

By:   
Name: Samantha Young  
Title: Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007734 FRAME: 0274**

SCHEDULE A

<u>Owner</u>	<u>Trademark</u>	<u>Appl. No. / Date</u>	<u>Reg. No. / Date</u>
Enstructure LLC	CD TERMINAL	90059400 07/17/2020	6272514 02/16/2021
Enstructure LLC	CD TERMINAL WINONA, MN	90059500 07/17/2020	6304792 03/30/2021
Enstructure LLC	ECO2 DEVELOPMENT RECYCLING CENTER	90059310 07/17/2020	6292778 03/16/2021
Enstructure LLC	ECO2 DEVELOPMENT RECYCLING CENTER	90277826 10/26/2020	6425606 07/20/2021
Enstructure LLC	ENSTRUCTURE	88875067 04/16/2020	6175327 10/13/2020
Enstructure LLC	ENSTRUCTURE	88871744 04/14/2020	6175319 10/13/2020
Enstructure LLC	ENSTRUCTURE	88875135 04/16/2020	6180139 10/20/2020
Enstructure LLC	ENSTRUCTURE	88873001 04/16/2020	6169416 10/06/2020
Enstructure LLC	FD FULLEN DOCK & WAREHOUSE	90061629 07/20/2020	6318808 04/13/2021
Enstructure LLC	FD	90062269 07/20/2020	6277424 02/23/2021
Enstructure LLC	FULLEN DOCK & WAREHOUSE	90061583 07/20/2020	6292790 03/16/2021
Enstructure LLC	GT	88823030 03/05/2020	
Enstructure LLC	JIMMY T WOOD EST. LLC 1951	90059234 07/17/2020	6272511 02/16/2021
Enstructure LLC	JIMMY T. WOOD	90059001 07/17/2020	6272510 02/16/2021

Schedule A  
to Trademark Security Agreement

**TRADEMARK  
REEL: 007734 FRAME: 0275**

Enstructure LLC		97359261 04/12/2022	Application Pending
Enstructure LLC	PORT CONTRACTORS	97359260 04/12/2022	Application Pending
Enstructure LLC	ASI	97359257 04/12/2022	Application Pending
Enstructure LLC	AMBASSADOR SERVICES INTERNATIONAL	97359254 04/12/2022	Application Pending

Schedule A  
to Trademark Security Agreement