

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imperial Western Products, Inc.		07/11/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	600 Washington Boulevard, 10th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	90772262	IMPERIAL WESTERN PRODUCTS	
Registration Number:	4469670	BIOTANE PUMPING	
Registration Number:	6751563	IMPERIAL WESTERN SOLUTIONS	
Registration Number:	2904662	BIOTANE FUELS	
Registration Number:	2899310	ENFORCE	
Registration Number:	2840093	BIOTANE	
Registration Number:	4319298	BIOTANE GREEN TEAM	
Serial Number:	90279027	GREEN TEAM	
Registration Number:	5605956	ORGANIC SOLUTIONS	
Registration Number:	5632987	BAKERY SOLUTIONS	
Registration Number:	6231581	ALL PRO HYDROJETTING & PUMPING	
Registration Number:	6106987	ALL PRO PURE EARTH SERVICES	
Registration Number:	5825180		
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		

OP \$340.00 90772262

Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1738805 TM

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 07/14/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of July 11, 2022, by and among Imperial Western Products, Inc., a California corporation, (the “Grantor”) and UBS AG, Stamford Branch, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement, dated as of March 25, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which such Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. The Grantor hereby acknowledges and affirms 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the 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.

IMPERIAL WESTERN PRODUCTS, INC.

By: 

Name: Andrew M. McNeill

Title: Chief Executive Officer

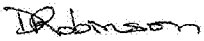
[Signature Page to Trademark Security Agreement]

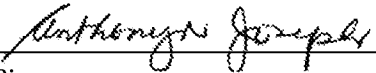
TRADEMARK

REEL: 007787 FRAME: 0259






Accepted and Agreed:

UBS AG, STAMFORD BRANCH
as Collateral Agent

By: 
Name: Dionne Robinson
Title: Associate Director

By: 
Name: Anthony N Joseph
Title: Associate Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Serial Number	Reg. Number	Jurisdiction	Mark	Registration Date
90772262	N/A	U.S.	IMPERIAL WESTERN PRODUCTS	N/A
85936872	4469670	U.S.	BIOTANE PUMPING	1/21/14
90736567	6751563	U.S.	IMPERIAL WESTERN SOLUTIONS	6/7/22
78177889	2904662	U.S.	BIOTANE FUELS and Design 	11/23/04
78131222	2899310	U.S.	ENFORCE	11/2/04
78177880	2840093	U.S.	BIOTANE	5/11/04
77898979	4319298	U.S.	BIOTANE GREEN TEAM	4/16/13
90279027	N/A	U.S.	GREEN TEAM and Design 	N/A
87842319	5605956	U.S.	ORGANIC SOLUTIONS and Design 	3/20/18
87930526	5632987	U.S.	BAKERY SOLUTIONS and Design 	5/21/18
88767617	6231581	U.S.	ALL PRO HYDROJETTING & PUMPING	1/21/20
88749430	6106987	U.S.	ALL PRO PURE EARTH SERVICES	7/21/20
88186961	5825180	U.S.	Design Only 	8/6/19