

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM766592

<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>
WALL RECYCLING LLC		08/31/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA, as administrative agent		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5884331	W	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7134693899		
<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>			
<b>Phone:</b>	713-469-3609		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Paul K. Zachry		
<b>Address Line 1:</b>	811 Main Street		
<b>Address Line 2:</b>	Reed Smith LLP		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6110		
<b>NAME OF SUBMITTER:</b>	Paul K. Zachry		
<b>SIGNATURE:</b>	/Paul K. Zachry/		
<b>DATE SIGNED:</b>	11/08/2022		
<b>Total Attachments: 4</b>			
source=Wall Recycling LLC to CIBC Bank USA - Trademark Security Agreement 8-31-2022#page1.tif			
source=Wall Recycling LLC to CIBC Bank USA - Trademark Security Agreement 8-31-2022#page2.tif			
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OP \$40.00 5884331

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made this August 31, 2022, by WALL RECYCLING LLC, a Delaware limited liability company (the “**Grantor**”) for the benefit of CIBC BANK USA, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, in such capacity, the “**Agent**”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement (each as defined below), as applicable.

### **RECITALS**

**WHEREAS**, WR ACQUISITION HOLDINGS LLC, a Delaware limited liability company, as borrower (the “**Borrower**”), the other Loan Parties party thereto, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and the Agent, are party to a Credit Agreement, dated as of August 31, 2022 (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced, or refinanced from time to time, the “**Credit Agreement**”; all terms used but not defined herein shall have the meaning ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable);

**WHEREAS**, in connection with the Credit Agreement, the Grantor, the Borrower, and certain other Loan Parties are party to a Guaranty and Collateral Agreement, dated as of August 31, 2022 (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced or refinanced from time to time, the “**Security Agreement**”) in favor of the Agent, for the benefit of the Lenders; and

**WHEREAS**, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Lenders, this Agreement.

### **NOW, THEREFORE, IT IS AGREED:**

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges and hereby grants to the Agent, for the benefit of the Lenders, a security interest in, all of the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Guarantor Obligations:

(a) all rights, priorities and privileges relating to Trademarks, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Trademarks referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all renewals and extensions of the foregoing trademarks; and

(c) to the extent not otherwise included all proceeds and products of, and all past, present and future income, royalties and any other payments associated with the foregoing,

now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Guarantor Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Guarantor Obligations and would be owed by the Grantor to the Agent or any Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Agreement shall automatically apply thereto and Grantor shall execute a supplement hereto in accordance with the Security Agreement. Notwithstanding the foregoing, no failure to supplement this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

7. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**WALL RECYCLING LLC**

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

Name: Bradford Rossi

Title: Authorized Representative

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007887 FRAME: 0345**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Registered Trademarks**

<b>Grantor</b>	<b>Trademark Number</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Wall Recycling LLC	SER. NO. 88-370,066	N/A	Reg. No. 5,884,331	April 3, 2019	October 15, 2019