

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EnviroServe Inc.		01/19/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Collateral Agent		
Street Address:	320 South Canal Street		
Internal Address:	14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5327459	ENVIROSERVE	
Registration Number:	2788813	WEAVERTOWN	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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>			
Email:	iprecordations@whitecase.com		
Correspondent Name:	Sydney Crute		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1785638-0194-CZ49		
NAME OF SUBMITTER:	Sydney Crute		
SIGNATURE:	/Sydney Crute/		
DATE SIGNED:	01/19/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated January 19, 2023, is made by EnviroServe Inc., an Ohio corporation (the “**Grantor**”) in favor of BMO HARRIS BANK N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LEGEND INTERMEDIATE, INC. (“**Holdings**”), a Delaware corporation, LEGEND BUYER, INC., a Delaware corporation (the “**Borrower**”), and the Guarantors identified therein and from time to time party thereto have entered into a Credit Agreement dated as of January 19, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with BMO HARRIS BANK N.A., as Administrative Agent and as Collateral Agent, and the Lenders and L/C Issuers from time to time party thereto. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders and L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Security Agreement dated as of January 19, 2023 made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO.

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

SECTION 1. *Grant of Security.* The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (collectively, the “**Collateral**”):

- (i) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule A, together with the goodwill symbolized thereby;
- (ii) all registrations and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. *Security for Obligations.* The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations.

SECTION 3. *Recordation.* The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

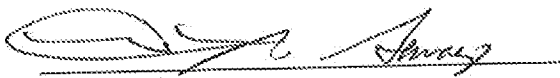
SECTION 4. *Execution in Counterparts.* This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. *Grants, Rights and Remedies.* This IP 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 Collateral are subject to, and more fully set forth in the terms and conditions of the Security Agreement.

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

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ENVIROSERVE INC.

By: 
Name: Nathan N. Savage
Title: President and Chief Executive Officer

[Project Legend - Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007948 FRAME: 0864

ACKNOWLEDGED BY:

BMO HARRIS BANK N.A., as Collateral Agent

By: 
Name: Stephen Mueller
Title: Managing Director

[Project Legend – Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007948 FRAME: 0865

SCHEDULE A

Mark	App. No. App. Date	Reg. No. Reg. Date	Owner/Company
ENVIROSERVE	App. No.:87378188 App. Date: March 20, 2017	Reg. No.:5327459 Reg. Date: November 7, 2017	ENVIROSERVE INC.
WEAVERTOWN	App. No.:78166965 App. Date: September 23, 2002	Reg. No.:2788813 Reg. Date: December 2, 2003	ENVIROSERVE INC.