

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADA CARBON SOLUTIONS, LLC		02/01/2023	Limited Liability Company: DELAWARE
ADA-ES, Inc.		02/01/2023	Corporation: COLORADO
CarbPure Technologies, LLC		02/01/2023	Limited Liability Company: DELAWARE
FluxSorb Technologies, LLC		02/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CF Global Credit, LP		
Street Address:	251 Little Falls Drive,		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3986235	ADA CARBON SOLUTIONS	
Registration Number:	4688986	FASTPAC	
Registration Number:	4393947	FASTPAC PREMIUM	
Registration Number:	3670458	POWER PAC	
Registration Number:	4335165	POWER PAC H20	
Registration Number:	3796323	POWER PAC PREMIUM	
Registration Number:	5984851	POWERGAC	
Registration Number:	4382011	ADA	
Registration Number:	4372707	ADA	
Registration Number:	4417743	ADA	
Registration Number:	4417744	ADA ADVANCING CLEANER ENERGY	
Registration Number:	4632281	RESPOND	
Registration Number:	5097253	CARBPURE	
Serial Number:	97591548	ADA	

CH \$440.00 3986235

Property Type	Number	Word Mark
Serial Number:	97591633	ADA
Serial Number:	97365082	
Serial Number:	97205563	FLUXSORB

CORRESPONDENCE DATA

Fax Number:

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: 3124564206
Email: rsiddiqui@sidley.com
Correspondent Name: Raza Siddiqui, Splst.- IP Transactions
Address Line 1: One South Dearborn
Address Line 2: Sidley Austin LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	036382-30140
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	02/01/2023

Total Attachments: 6
source=AES - Trademark Security Agreement (Executed)_OCR_106090308_3 4866-9724-0142 1#page1.tif
source=AES - Trademark Security Agreement (Executed)_OCR_106090308_3 4866-9724-0142 1#page2.tif
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Trademark Security Agreement

Trademark Security Agreement, dated as of February 1, 2023, is made by (i) ADA Carbon Solutions, LLC, a Delaware limited liability company (“**ADA Carbon**”), (ii) ADA-ES, Inc., a Colorado corporation (“**ADA-ES**”), (iii) CarbPure Technologies, LLC, a Delaware limited liability company (“**CarbPure**”) and (iv) FluxSorb Technologies, LLC, a Delaware limited liability company (“**FluxSorb**” together with ADA Carbon, CarbPure and FluxSorb, individually, a “**Pledgor**”, and, collectively, the “**Pledgors**”), in favor of CF Global Credit, LP, in its capacity as Administrative Agent pursuant to the Term Loan and Security Agreement, dated as of February 1, 2023 (as amended, restated, amended and restated, extended, replaced, supplemented or otherwise modified from time to time, the “**Term Loan and Security Agreement**”), by and among Advanced Emissions Solutions, Inc., a Delaware corporation, as Debtor, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and CF Global Credit, LP as Administrative Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to the Term Loan and Security Agreement pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Term Loan and Security Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Collateral of such Pledgor (collectively, “**Trademark Collateral**”), provided, that the Trademark Collateral shall not include any Excluded Assets:

- (a) all Trademarks of such Pledgor now owned or from time to time after the date hereof owned or acquired by such Pledgor, including those listed on Schedule I attached hereto;
- (b) the goodwill associated with such Trademarks;
- (c) any and all claims for damages of past, present and future infringements of any Trademarks, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Trademarks; and
- (d) all proceeds of any and all of the foregoing.

SECTION 3. Term Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Term Loan and Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Loan and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to

conflict with the Term Loan and Security Agreement, the provisions of the Term Loan and Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than indemnification and other contingent obligations not then due and payable and as to which no claim has been made at such time) and termination of the Term Loan and Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors (at the sole expense of the Pledgors) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, 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, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

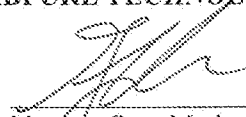
ADA CARBON SOLUTIONS, LLC

By: 
Name: Greg Marken
Title: President

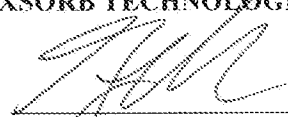
ADA-ES, INC.

By: 
Name: Greg Marken
Title: President

CARBPURE TECHNOLOGIES, LLC

By: 
Name: Greg Marken
Title: President and Treasurer

FLUXSORB TECHNOLOGIES, LLC

By: 
Name: Greg Marken
Title: President and Treasurer

Agreed to and Accepted By:



CF GLOBAL CREDIT, LP, as
Administrative Agent

By: Michael Lawrence
Name: Michael Lawrence
Title: General Counsel



SCHEDULE I
¹⁰
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

#	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name	Status
1.	USA	ADA CARBON SOLUTIONS	77709253	4/8/2009	3986235	6/28/2011	ADA Carbon Solutions, LLC	Registered
2.	USA	FASTPAC	85412012	8/31/2011	4688986	2/17/2015	ADA Carbon Solutions, LLC	Registered
3.	USA	FASTPAC PREMIUM	85747371	10/5/2012	4393947	8/27/2013	ADA Carbon Solutions, LLC	Registered
4.	USA	POWER PAC	77465849	5/5/2008	3670458	8/18/2009	ADA Carbon Solutions, LLC	Registered
5.	USA	POWER PAC H20	77950708	3/4/2010	4335165	5/14/2013	ADA Carbon Solutions, LLC	Registered
6.	USA	POWER PAC PREMIUM	77465852	5/5/2008	3796323	6/1/2010	ADA Carbon Solutions, LLC	Registered
7.	USA	POWERGAC	87558536	8/7/2017	5984851	2/11/2020	ADA Carbon Solutions, LLC	Registered
8.	USA	ADA	85500472	12/20/2011	4382011	8/13/2013	ADA-ES, Inc.	Registered
9.	USA	ADA	85978987	12/20/2011	4372707	7/23/2013	ADA-ES, Inc.	Registered
10.	USA	ADA & Design 	85849166	2/13/2013	4417743	10/15/2013	ADA-ES, Inc.	Registered

#	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name	Owner Name	Status
11.	USA	 ADA ADVANCING CLEANER ENERGY & Design	85849202	2/13/2013	4417744	10/15/2013	ADA-ES, Inc.	ADA-ES, Inc.	Registered
12.	USA	 RESPOND	86242982	4/4/2014	4632281	11/4/2014	ADA-ES, Inc.	ADA-ES, Inc.	Registered
13.	USA	CARBPURE	86921670	2/26/2016	5097253	12/6/2016	CarbPure Technologies, LLC	CarbPure Technologies, LLC	Registered

Trademark Applications:

#	Country	Mark	App. No.	App. Date	App. Date	Owner Name	Owner Name	Status
1.	USA	ADA	97591548	9/14/2022	9/14/2022	ADA-ES, Inc.	ADA-ES, Inc.	Pending
2.	USA	 ADA & Design	97591633	9/14/2022	9/14/2022	ADA-ES, Inc.	ADA-ES, Inc.	Pending
3.	USA	 Design Only	97365082	4/15/2022	4/15/2022	Fluxsorb Technologies, LLC	Fluxsorb Technologies, LLC	Pending
4.	USA	FLUXSORB	97205563	1/6/2022	1/6/2022	Fluxsorb Technologies, LLC	Fluxsorb Technologies, LLC	Pending

TRADEMARK

REEL: 007958 FRAME: 0159

RECORDED: 02/01/2023