

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM785407

<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>
DUTCHLAND, LLC		01/17/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOUND POINT AGENCY LLC		
<b>Street Address:</b>	375 Park Avenue, 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10152		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2710963		
<b>Registration Number:</b>	2710965	DUTCHLAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048817777		
<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>	4048814458		
<b>Email:</b>	elissa.hart@alston.com		
<b>Correspondent Name:</b>	Alston & Bird, Attn: Elissa Hart		
<b>Address Line 1:</b>	1201 W. Peachtree St.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	565302		
<b>NAME OF SUBMITTER:</b>	Elissa Hart		
<b>SIGNATURE:</b>	/Elissa Hart/		
<b>DATE SIGNED:</b>	02/08/2023		
<b>Total Attachments: 5</b>			
source=Sound Point_Lindsay Precast - Trademark Security Agreement (Dutchland Joinder) (FINAL)#page1.tif			
source=Sound Point_Lindsay Precast - Trademark Security Agreement (Dutchland Joinder) (FINAL)#page2.tif			
source=Sound Point_Lindsay Precast - Trademark Security Agreement (Dutchland Joinder) (FINAL)#page3.tif			

CH \$65.00 2710963

source=Sound Point\_Lindsay Precast - Trademark Security Agreement (Dutchland Joinder) (FINAL)#page4.tif  
source=Sound Point\_Lindsay Precast - Trademark Security Agreement (Dutchland Joinder) (FINAL)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Sound Point Agency LLC (“Sound Point”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders, the Swingline Lender and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 3, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the Lenders, the Swingline Lender and the L/C Issuers from time to time party thereto, Sound Point, as Agent for the Lenders and Capital One, National Association, as revolving agent, the Swingline Lender and the L/C Issuers, the Lenders, the Swingline Lender and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 3, 2021 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swingline Lender, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders, the Swingline Lender and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

**DUTCHLAND, LLC**, as Grantor

By

  
Name: Roland C. Lindsay, Jr.


Title: Chief Executive Officer

{Signature Page to Trademark Security Agreement}

**TRADEMARK**  
**REEL: 007963 FRAME: 0588**

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**SOUND POINT AGENCY LLC**, as Agent

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

Name: Andrew Eversfield

Title: Duly Authorized Signatory

**SCHEDULE I TO  
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Registration Number	Goods and Services	Registration Date
DESIGN (teardrop and globe)	U.S.	2710963	Class 37: Construction of wastewater treatment plants; Class 40: Custom manufacture of water storage tanks	4/29/2003
DUTCHLAND	U.S.	2710965	Class 37: Construction of wastewater treatment plants; Class 40: Custom manufacture of water storage tanks	4/29/2003

2. TRADEMARK APPLICATIONS

None