

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788743

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900740082		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anew Carbon Development, LLC		12/23/2022	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6434165	BLUESOURCE	
Registration Number:	6434290		
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0488		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	02/22/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2022, between **ANEW CARBON DEVELOPMENT, LLC**, a Utah limited liability company (the “**Grantor**”), and JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ANEW CLIMATE BORROWER, LLC, a Delaware limited liability company (the “**Borrower**”), ANEW CLIMATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the other Grantors (as defined below) from time to time party hereto and the Collateral Agent, are parties to a Security Agreement, dated as of December 23, 2022 (as may be amended, extended, restated, amended and restated, supplemented, waived or otherwise modified and as heretofore amended and/or supplemented, the “**Security Agreement**”), under which each Grantor secures the Secured Obligations;

WHEREAS, pursuant to (i) the Security Agreement, and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute this Trademark Security Agreement in order to record the security interest in the Trademark Collateral granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office; and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”):

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto;

(iii) all past, present and future claims or causes of action arising out of any infringement or other violation or impairment of any of the foregoing, and the right to sue or otherwise recover therefor; and

(iv) all Proceeds of the foregoing including without limitation license fees, royalties, income, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

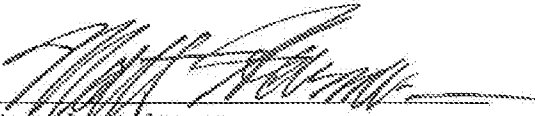
Upon any termination or release of the security interest in the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as the Grantor shall reasonably request in writing to evidence such termination or release.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Collateral Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

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

ANEW CARBON DEVELOPMENT, LLC

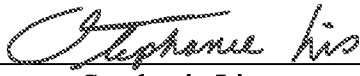
By: 
Name: Matt Harmer
Title: General Counsel and Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007978 FRAME: 0790

Acknowledged:


JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Stephanie Lis
Title: Authorized Officer

**Schedule 1
to Trademark Security Agreement**

ANEW CARBON DEVELOPMENT, LLC

TRADEMARKS

Title	Owner	Application/ Registration No.	Filing Date / Registration Date
BLUESOURCE	Anew Carbon Development (fka Blue Source, LLC)	90296790 Nov 3 2020	6434165 Jul 27 2021
	Anew Carbon Development (fka Blue Source, LLC)	90303436 Nov 6 2020	6434290 Jul 27 2021

TRADEMARK LICENSES

None.