

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM793659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		03/10/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES		
Street Address:	900 WEST TRADE STREET SUITE 725		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6050649	EARTHSAFE	
Registration Number:	6511765	YAK MAT	
Registration Number:	5886120		
Serial Number:	88799517	YAK TRAK	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	104328.0001		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/Mussie B Beyene/		
DATE SIGNED:	03/10/2023		
Total Attachments: 6			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS** (“Security Interest Assignment”), dated as of March 10, 2023, is made by **JPMORGAN CHASE BANK, N.A.**, in its capacity as the resigning administrative agent and collateral agent for the Lenders (as defined below) (in such capacities under the Existing Credit Agreement (as defined below), the “Predecessor Agent”), in favor of **CANTOR FITZGERALD SECURITIES**, in its capacity as administrative agent and collateral agent for the Lenders under the Takeback Credit Agreement (as defined below) (in such capacities, together with its successors in such capacities, the “Successor Agent”).

WITNESSETH:

WHEREAS, reference is made to (i) the First Lien Credit Agreement, dated as of July 11, 2018 (amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Existing Credit Agreement”), by and among Yak Holding III, LLC, a Delaware limited liability company (“Holdings”), Yak Access, LLC, a Mississippi limited liability company (the “Borrower”), the financial institutions from time to time party thereto as lenders (the “Lenders”), and the Predecessor Agent, and (ii) the First Lien Security Agreement, dated as of July 11, 2018 (as amended, restated, amended and restated supplemented or otherwise modified from time to time, the “Existing Security Agreement”) by and among Holdings, the Borrower, Yak Mat, LLC (“Yak Mat”), New South Access & Environmental Solutions, LLC (“New South Access” and, together with Yak Mat, the “Grantors”), the other guarantors party thereto, and the Predecessor Agent, in its capacity as collateral agent;

WHEREAS, in connection with the Existing Credit Agreement and the Existing Security Agreement, the Predecessor Agent is a party to that certain First Lien Trademark Security Agreement dated as of September 14, 2022 (the “Trademark Security Agreement”) with the Grantors, and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office on September 14, 2022 at Reel/Frame: 7847/0039;

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor pledged and granted to the Predecessor Agent, as Collateral Agent for the benefit of the Secured Creditors, a lien on and security interest in and to all of such Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Marks of such Grantor listed on Schedule A attached hereto and the goodwill associated with such Marks;

WHEREAS, in lieu of appointing a new Administrative Agent and Collateral Agent (each as defined in the Existing Credit Agreement) to such capacities pursuant to Section 12.10 of the Existing Credit Agreement, the Lenders have agreed, pursuant that certain Master Assignment of Liens dated as of the date hereof, between and among the Borrower, Holdings, the Grantors, the other guarantors party thereto, the Predecessor Agent, and the Successor Agent (the “Master Assignment of Liens”) to enter into the Takeback Credit Agreement (as defined below), under which the Successor Agent will be the Administrative Agent and Collateral Agent (each as defined in the Takeback Credit Agreement) thereunder;

WHEREAS, on the date hereof, Holdings, the Borrower, the Successor Agent, the Lenders and other parties party thereto have entered into that certain First Lien Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated supplemented or otherwise modified from time to time, the "Takeback Credit Agreement"); and

WHEREAS, pursuant to the Master Assignment of Liens and the Exchange Agreement (as defined therein), (i) the Predecessor Agent has resigned as Administrative Agent and Collateral Agent under the Existing Credit Agreement and the other Credit Documents, and (ii) the Predecessor Agent has assigned and the Successor Agent has assumed all of the Liens, security interests, and other rights, titles and interests securing the Obligations and all of the Predecessor Agent's rights to hold, maintain and administer the Collateral and to enforce the Security Documents, including the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

Assignment

(a) Predecessor Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Predecessor Agent under the Trademark Security Agreement, including Predecessor Agent's security interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, each Mark listed on Schedule A attached hereto.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Predecessor Agent under the Trademark Security Agreement as if it were the original collateral agent thereunder, and the rights, benefits, powers and duties of the Predecessor Agent under the Trademark Security Agreement shall be terminated.

Miscellaneous

(a) Terms capitalized but not defined herein shall have the meaning provided or provided by reference for such terms in the Trademark Security Agreement or the Existing Security Agreement, as applicable.

(b) Neither this Security Interest Assignment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Security Interest Assignment) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Security Interest Assignment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) THIS SECURITY INTEREST ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS SECURITY INTEREST ASSIGNMENT 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 APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(e) This Security Interest Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Security Interest Assignment 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 Security Interest Assignment by signing and delivering one or more counterparts.

(g) Cantor Fitzgerald Securities is entering into this Security Interest Assignment and the Trademark Security Agreement solely in its capacity as Collateral Agent under the Takeback Credit Agreement and not in its individual capacity. In connection with its execution and acting hereunder and under the Trademark Security Agreement, the Successor Agent is entitled to all rights, privileges, protections, immunities and benefits provided to it under the Takeback Credit Agreement and the other Credit Documents (as defined in the Takeback Credit Agreement).

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

JPMORGAN CHASE BANK, N.A., in its capacity
as the Predecessor Agent

By: [Signature]
Name: William W. Canney
Title: Authorized Signatory

CANTOR FITZGERALD SECURITIES, in its
capacity as the Successor Agent

By: _____
Name: _____
Title: _____

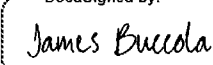
[SIGNATURE PAGE TO ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS]

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
JPMORGAN CHASE BANK, N.A., in its capacity as the
Predecessor Agent

By: _____
Name:
Title:

CANTOR FITZGERALD SECURITIES, in its capacity as
the Successor Agent

DocuSigned by:

By: _____
Name: James Buccola
Title: Head of Fixed Income

Legal Reviewed

DS

Michael Bennett
Assistant GC

SCHEDULE A

TRADEMARKS

Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
New South Access & Environmental, LLC	Earthsafe	88143569	10/04/2018	6050649	05/12/2020
Yak Mat, LLC	YAK MAT & Design	87983987	02/14/2018	6511765	10/05/2021
Yak Mat, LLC	(Design only)	87797747	02/14/2018	5886120	10/15/2019

TRADEMARK APPLICATIONS

Owner	Trademark	Serial No.	Filing Date
Yak Mat, LLC	Yak Trak	88799517	02/16/2020