

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Disposal Systems, Inc.		02/06/2023	Corporation: TEXAS
Texas Landfill Management, L.L.C.		02/06/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	3536 Concours St., Suite 300		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91764		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4486533	BAG THE BAG	
Registration Number:	5177458	RECYCLE Y'ALL	
Registration Number:	5177459	RECYCLE Y'ALL	
Registration Number:	5440064	ECO ACADEMY	
Registration Number:	5489604	ECO ACADEMY	
Registration Number:	5680522	T D	
Registration Number:	6481503	BAG THE BAG	
Registration Number:	2397022	GARDEN-VILLE	
Registration Number:	3621727	GARDEN-VILLE ORGANIC SPECIALIST SINCE 19	
Registration Number:	4370768	ECO DEPOT	
Registration Number:	4836670	ROCKET FUEL	
Registration Number:	4850058	ECO THRIVE	
Registration Number:	4930747	SIMPLE SOIL	
Registration Number:	6870056	NOTICEABLY DIFFERENT. NOTICEABLY BETTER.	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-655-3328
Email: serratelli@chapman.com
Correspondent Name: Chapman and Cutler LLP
Address Line 1: 1270 Avenue of the Americas, 30th Floor
Address Line 2: Attn: Catherine Serratelli
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Catherine Serratelli
SIGNATURE:	/Catherine Serratelli/
DATE SIGNED:	05/02/2023

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Texas Disposal Systems, Inc., a Texas corporation
Texas Landfill Management, L.L.C., a Texas limited liability company

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 6, 2023

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MUFG Union Bank, N.A.

Street Address: 3536 Concoors St., Suite 300

City: Ontario

State: CA

Country: USA Zip: 91764

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other N.A. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

See Schedule A attached.

B. Trademark Registration No.(s)

See Schedule A attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attn: Catherine Serratelli

Street Address: 1270 6th Avenue, 30th Fl.

City: New York

State: New York Zip: 10020

Phone Number: 212.655.3328

Docket Number: _____

Email Address: serratelli@chapman.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

5/02/2023

Date

Catherine Serratelli

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “*Trademark Security Agreement*”) is made as of February 6, 2023, by TEXAS DISPOSAL SYSTEMS, INC., a Texas corporation (“*Texas Disposal*”) and TEXAS LANDFILL MANAGEMENT, L.L.C., a Texas limited liability company (“*Texas Landfill*” and together with Texas Disposal, the “*Grantors*”), in favor of MUFG UNION BANK, N.A., a national banking association in its capacity as the administrative agent (the “*Agent*” and together with its successors and assigns in such capacity, “*Grantee*”) for itself and the Lenders (as defined in the Security Agreements).

WHEREAS, the Grantors hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, (a) Texas Disposal has entered into that certain Security Agreement dated as of November 8, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Texas Disposal Security Agreement*”) and (b) Texas Landfill has entered into that certain Security Agreement dated as of November 8, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Texas Disposal Security Agreement*” and together with the Texas Disposal Security Agreement, the “*Security Agreements*”), in each case, in favor of Grantee;

WHEREAS, pursuant to the Security Agreements, the Grantors have granted to the Grantee for the benefit of the Secured Creditors, in each case, a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, and related licenses and rights for the benefit of the Secured Creditors to secure the payment, performance and observance of the Obligations (as defined in the Security Agreements); and

WHEREAS, pursuant to the Security Agreements, the Grantors are required to execute and deliver to the Grantee this Trademark Security Agreement.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and Grantee hereby agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreements.
2. Each Grantor hereby grants to Grantee for the benefit of the Secured Creditors, on the terms set forth in the Security Agreement, a continuing lien on and security interest in all of such Grantor’s rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “*Trademark Collateral*”), and Grantee and each Grantor agree to have the security interest registered in the United States Patent and Trademark Office:
 - a. all of its Trademarks listed on Schedule A attached hereto, excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would

impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

b. the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and

c. all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

3. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This Trademark Security Agreement shall terminate in accordance with the Security Agreement.

4. This Trademark Security Agreement is a Credit Document. 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

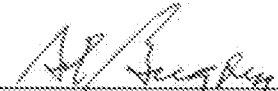
5. This Trademark Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of Texas without reference to conflicts of law rules.

[signature pages follow]

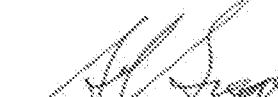
IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTORS:

TEXAS DISPOSAL SYSTEMS, INC.


By 
Name: Bob Gregory
Title: Pres/CEO

TEXAS LANDFILL MANAGEMENT, L.L.C.

By 
Name: Bob Gregory
Title: Pres/CEO


ACCEPTED AND ACKNOWLEDGED BY:

MUFG UNION BANK, N.A., as Agent

By 
Name: Fabio Lauzo
Title: Director

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

Registered Trademarks and Pending Trademark Applications:

Item	Grantor	Mark	Trademark Application/ Registration Number	Application Date	Registration Date
1.	Texas Disposal Systems, Inc.	BAG THE BAG	4486533	February 8, 2013	February 18, 2014
2.	Texas Disposal Systems, Inc.		5177458	December 7, 2015	April 4, 2017
3.	Texas Disposal Systems, Inc.	RECYCLE Y'ALL	5177459	December 7, 2015	April 4, 2017
4.	Texas Disposal Systems, Inc.	ECO ACADEMY	5440064	May 3, 2017	April 3, 2018
5.	Texas Disposal Systems, Inc.		5489604	May 3, 2017	June 12, 2018
6.	Texas Disposal Systems, Inc.		5680522	July 6, 2018	February 19, 2019
7.	Texas Disposal Systems, Inc.	BAG THE BAG	6481503	January 17, 2020	September 14, 2021
8.	Texas Landfill Management, L.L.C.	GARDEN-VILLE	2397022	January 14, 1999	October 24, 2000
9.	Texas Landfill Management, L.L.C.		3621727	March 26, 2008	May 19, 2009

10.	Texas Landfill Management, L.L.C.	Eco Depot	4370768	April 16, 2012	July 23, 2013
11.	Texas Landfill Management, L.L.C.	ROCKET FUEL	4836670	March 24, 2015	October 20, 2015
12.	Texas Landfill Management, L.L.C.	ECO THRIVE	4850058	March 13, 2015	November 10, 2015
13.	Texas Landfill Management, L.L.C.	SIMPLE SOIL	4930747	March 24, 2015	April 5, 2016
14.	Texas Landfill Management, L.L.C.	NOTICEABLY DIFFERENT NOTICEABLY BETTER	6870056	September 8, 2021	October 11, 2022