

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM809139

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intergulf Holdings, Inc.		05/09/2023	Corporation: DELAWARE
KilnDirect, LLC		05/09/2023	Limited Liability Company: SOUTH CAROLINA
Vexor Technology, LLC		05/09/2023	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Agent		
<b>Street Address:</b>	745 7th Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6035404	CIRCON	
<b>Registration Number:</b>	6035406	CIRCON ENVIRONMENTAL	
<b>Registration Number:</b>	6035403	CIRCON ENVIRONMENTAL	
<b>Registration Number:</b>	3014552	KILN DIRECT	
<b>Registration Number:</b>	3901113	VEXOR	
<b>Registration Number:</b>	3434032	VEXOR ENGINEERED FUEL	
<b>Registration Number:</b>	3911813	VEXOR ENGINEERED FUEL	
<b>Registration Number:</b>	3434031	VEXOR TECHNOLOGY	
<b>Registration Number:</b>	3599063	VEXOR TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		

OP \$240.00 6035404

<b>Address Line 1:</b>	4400 Easton Commons Way
<b>Address Line 2:</b>	Suite 125
<b>Address Line 4:</b>	Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
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<b>SIGNATURE:</b>	/Doris Ka/
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<b>DATE SIGNED:</b>	05/09/2023
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 9, 2023 (this “Agreement”), between the undersigned (collectively the “Grantors” and each a “Grantor”) and Barclays Bank PLC (“Barclays”) in its capacity as agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the “Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of November 30, 2021, (as amended by the First Amendment thereto, dated as of May 26, 2022, as amended by the Second Amendment thereto, dated as of November 10, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Covert Intermediate, Inc., a Delaware corporation (“Holdings”), Covanta Holding Corporation, a Delaware corporation (as successor to Covert Mergeco, Inc., the “Borrower”), the lenders and issuing banks from time to time party thereto (the “Lenders”) and the Agent and (b) the Pledge and Security Agreement dated as of November 30, 2021 (the “Security Agreement”), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto and the Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. REFERENCE IS MADE TO EACH ACCEPTABLE INTERCREDITOR AGREEMENT (IF ANY) ENTERED INTO BY THE AGENT. EACH LENDER AND ISSUING BANK HEREUNDER AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND AUTHORIZES AND INSTRUCTS THE AGENT TO ENTER INTO ANY ACCEPTABLE INTERCREDITOR AGREEMENT IN THE CAPACITY OTHERWISE PERMITTED HEREUNDER AND ON BEHALF OF SUCH LENDER OR ISSUING BANK. THE PROVISIONS OF THIS SECTION 6 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO SUCH ACCEPTABLE INTERCREDITOR AGREEMENT TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER AND ISSUING BANK IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER OR ISSUING BANK AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN ANY ACCEPTABLE INTERCREDITOR AGREEMENT.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTERGULF HOLDINGS, INC.

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

Name: Frank Izzzi

Title: Chief Executive Officer

KILNDIRECT, LLC

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

Name: Frank Izzzi

Title: Chief Executive Officer

VEXOR TECHNOLOGY, LLC

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

Name: Frank Izzzi

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 008066 FRAME: 0501

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BARCLAYS BANK PLC, as Agent



By:




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Name: Ozioma Ejiofor  
Title: Assistant Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 008066 FRAME: 0502**

# SCHEDULE I

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Intergulf Holdings, Inc.	CIRCON	88482231	06/20/2019	6035404	04/14/2020
2.	Intergulf Holdings, Inc.	CIRCON ENVIRONMENTAL	88482290	06/20/2019	6035406	04/14/2020
3.	Intergulf Holdings, Inc.	CIRCON ENVIRONMENTAL & Design 	88482221	06/20/2019	6035403	04/14/2020
4.	KilnDirect, LLC	KILN DIRECT	76581888	03/18/2004	3014552	11/15/2005
5.	VEXOR Technology, LLC	VEXOR	77598731	10/23/2008	3901113	01/04/2011
6.	VEXOR Technology, LLC	VEXOR ENGINEERED FUEL	77111750	02/20/2007	3434032	05/27/2008
7.	VEXOR Technology, LLC	VEXOR ENGINEERED FUEL & Design 	77771099	06/30/2009	3911813	01/25/2011
8.	VEXOR Technology, LLC	VEXOR TECHNOLOGY	77111745	02/20/2007	3434031	05/27/2008
9.	VEXOR Technology, LLC	VEXOR TECHNOLOGY & Design 	77111749	02/20/2007	3599063	03/31/2009