

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBC Europe Limited, as Collateral Agent		06/29/2023	Limited Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ERM-Delaware, Inc.		
Street Address:	1105 N. Market Street		
Internal Address:	Suite 1300		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
Name:	Environmental Resources Management, Inc.		
Street Address:	75 Valley Stream Parkway		
Internal Address:	Suite 200		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1803556	ERM	
Registration Number:	3678668	ERM	
Registration Number:	1489700	ERM	
Registration Number:	3678669	ERM	
Registration Number:	1443922	THE ERM GROUP	
Registration Number:	1915446	ENVIROCLEAN	
Registration Number:	2566127	DOT RIGHT	
Registration Number:	4361385	DO GOOD. DO WELL. WIN.	
CORRESPONDENCE DATA			

CH \$215.00 1803556

Fax Number: 2147467777

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.

Phone: 2147467700

Email: juan.arias@weil.com

Correspondent Name: Ajinkya Joshi

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 200 Crescent Court, Suite 300

Address Line 4: New York, NEW YORK 75201-6950

ATTORNEY DOCKET NUMBER:	A. Joshi - 51724.0004
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NAME OF SUBMITTER:	Ajinkya Joshi
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SIGNATURE:	/Ajinkya Joshi/
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DATE SIGNED:	07/05/2023
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Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Trademark Release”) is executed as of June 29, 2023, by RBC Europe Limited, as Collateral Agent (as defined in the Credit Agreement referred to below) (in such capacity, the “Second Lien Security Agent”), for the benefit of ERM-Delaware, Inc. and Environmental Resources Management, Inc. (as successor to Brownflynn Ltd.) (together with ERM-Delaware, Inc., the “Grantors” and each a “Grantor”). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Trademark Security Agreement or the Security Agreement (each as defined below), as applicable.

WHEREAS, pursuant to (i) the Second Lien Credit Agreement, dated as of July 12, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, each Lender from time to time party thereto, RBC Europe Limited, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time, (ii) the Second Lien Security Agreement, dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the other grantors party thereto, and the Second Lien Security Agent, and (iii) that certain Trademark Security Agreement, dated as of July 12, 2019, (the “Trademark Security Agreement”), between the Grantors and the Second Lien Security Agent, as security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor granted a security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to any and all Trademark Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the trademark registrations and applications listed in Annex 1 hereto, to the Second Lien Security Agent, for the benefit of the Secured Parties;

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office (the “Office”) on July 22, 2019, at Reel 6700, Frame 0137; and

WHEREAS, in connection with the discharge of all liabilities and obligations, the Secured Parties have agreed to release the security interests created under the Trademark Security Agreement on the terms and conditions set forth in that certain Global Deed of Release Agreement, dated as of June 29, 2023, between, among others, the Second Lien Security Agent for the benefit of the Grantors and certain of their affiliates.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Second Lien Security Agent hereby (i) terminates, releases, discharges and cancels the Security Interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Annex I hereto, created by the Trademark Security Agreement and the Security Agreement, as applicable, and any right, title or interest of the Second Lien Security Agent in the Trademark Collateral created by the Trademark Security Agreement or the Security Agreement, as applicable, shall hereby cease and become void; (ii) re-transfers, re-conveys and re-assigns to the Grantors any and all right, title or interest in and to the Trademark Collateral, including, without limitation, the trademark registrations and applications listed in Annex 1 hereto, that the Second Lien Security Agent may have acquired under the Trademark Security Agreement or the Security Agreement, as applicable, and (iii) terminates and cancels the Trademark Security Agreement.

The Second Lien Security Agent hereby agrees, upon the reasonable request and at the sole expense of the Grantors, to duly execute, acknowledge, procure and deliver any further documents and do such other acts as may be necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

The Second Lien Security Agent hereby authorizes and requests that the Office record this Trademark Release.

This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Second Lien Security Agent has caused this Trademark Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

RBC EUROPE LIMITED,
as Second Lien Security Agent

By: 
Name:  JOHNSON TSE
Title: AUTHORIZED SIGNATORY

[Signature Page to Trademark Release]

ANNEX 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademarks and Trademark Applications

Entity	Mark	Registration No.	Reg. or App. Date
ERM-Delaware, Inc.	Service Mark: ERM and design	1,803,556	November 9, 1993
ERM-Delaware, Inc.	Service Mark: ERM and design	3,678,668	September 8, 2009
ERM-Delaware, Inc.	Service Mark: ERM	1,489,700	May 24, 1988
ERM-Delaware, Inc.	Service Mark: ERM	3,678,669	September 8, 2009
ERM-Delaware, Inc.	Trademark/Service Mark: The ERM Group and design	1,443,922	June 23, 1987
ERM-Delaware, Inc.	Service Mark: ENVIROCLEAN	1,915,446	August 29, 1995
ERM-Delaware, Inc.	Service Mark: DOT RIGHT	2,566,127	April 30, 2002
Environmental Resources Management, Inc. (successor to BrownFlynn, Ltd.)	Service Mark: DO GOOD. DO WELL. WIN.	4,361,385	July 2, 2013
ERM-Delaware, Inc.	ERM & Design	TMA452929 / 0712408	January 26, 1996
ERM-Delaware, Inc.	ERM	TMA391053 / 0674081	January 14, 1991