

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM837860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastern Research Group, Inc.		08/31/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Rockland Trust Company		
Street Address:	288 Union Street		
City:	Rockland		
State/Country:	MASSACHUSETTS		
Postal Code:	02370		
Entity Type:	Trust Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6860261	COMMENT CAT	
Serial Number:	90284805	COMMENT CAT	
CORRESPONDENCE DATA			
Fax Number:	6175572939		
<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:	6175572941		
Email:	cworthy@bmklegal.com		
Correspondent Name:	Christopher Worthy		
Address Line 1:	44 School Street, 9th Floor		
Address Line 2:	Berluti McLaughlin & Kutchin LLP		
Address Line 4:	Boston, MASSACHUSETTS 02108		
NAME OF SUBMITTER:	Christopher Worthy		
SIGNATURE:	/Christopher Worthy/		
DATE SIGNED:	09/08/2023		
Total Attachments: 8			
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IP SECURITY AGREEMENT

This IP Security Agreement (this “Agreement”) dated as of this 31st day of August, 2023, is made by and between Eastern Research Group, Inc., a Massachusetts corporation with offices at 561 Virginia Road, Suite 300, Concord, MA 01742 (the “Borrower”), and Rockland Trust Company, a Massachusetts trust company having an address of 288 Union Street, Rockland, MA 02370 (the “Secured Party”).

WHEREAS, the Borrower and Secured Party are parties to that certain Credit Agreement, of even date herewith, by and between, on the one hand, the Borrower, The ERG Group, LLC, a Delaware limited liability company, and PG Environmental, LLC, a Virginia limited liability company, and on the other hand, the Secured Party (as the same may hereafter be amended, restated or modified, the “Credit Agreement”), setting forth the terms on which Secured Party may now or hereafter extend credit to or for the account of the Borrower; and

WHEREAS, as a condition to extending credit to or for the account of the Borrower, the Secured Party has required the execution and delivery of this Agreement by the Borrower.

NOW THEREFORE, in consideration of the mutual covenants contained in the Credit Agreement, the other Loan Documents, and herein, the parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Borrower’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in all of the personal property of the Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) Trademarks. Exhibit A accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all

applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, the Borrower owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to any Borrower's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall within 30 days provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(b) Affiliates. As of the date hereof, no subsidiary or affiliate of the Borrower owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Trademarks. If after the date hereof any affiliate or subsidiary of the Borrower owns, controls, or has a right to have assigned to it any such items, then the Borrower shall, within 30 days of learning of such items, either: (i) cause such subsidiary or affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify Secured Party of such item(s) and cause such subsidiary or affiliate to execute and deliver to Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(c) Title. The Borrower as identified as the owner of each Trademark on Exhibit A has absolute title to each Trademark listed thereon, free and clear of all Liens (other than Permitted Liens). The Borrower (i) will have, at the time the Borrower acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens, and (ii) will keep all Trademarks free and clear of all Liens.

(d) No Sale. The Borrower will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Secured Party's prior written consent.

(e) Defense. The Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) Maintenance. The Borrower will at its own expense maintain the Trademarks that are reasonably necessary for the operation of the Borrower's business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) Secured Party's Right to Take Action. If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten

(10) calendar days after Secured Party gives the Borrower written notice thereof, or if the Borrower notifies Secured Party that it intends to abandon a Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment for any reason other than such Trademark is no longer in use in connection with the conduct of Borrower's business, on behalf and in the name, place and stead of the Borrower (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay Secured Party on demand the amount of all moneys expended and all reasonable costs and expenses (including reasonable and documented out-of-pocket attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (g) above or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the rate of interest provided for in the Notes.

(i) Power of Attorney. To facilitate Secured Party's taking action under subsection (g) above and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Trademarks. Until the occurrence of an Event of Default, the Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it within any grace or cure period set forth in the Credit Agreement; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default (subject to any applicable grace or cure periods as set forth in the Credit Agreement), Secured Party may, at its option, take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Termination. Notwithstanding the acceleration of the maturity of the Loans or the termination of Commitments, this Agreement shall continue in full force and effect after such termination until all Lender Obligations (other than contingent indemnity obligations) of the Borrower to the Lender shall have been indefeasibly paid in full in cash.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. Secured Party shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to Secured Party, and the Borrower waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

9. Notices. All demands, notices and other communications provided for hereunder shall be delivered in accordance with the provisions of Section 12.1 of the Credit Agreement.

10. Binding Effect. This Agreement shall (a) remain in full force and effect until payment and satisfaction in full in cash of the Obligations; (b) be binding upon the Borrower, and the successors in title, assigns of the Borrower; and (c) inure to the benefit of the Secured Party and its permitted successors and assigns.

11. Captions. The captions of sections in this Agreement have been included for convenience of reference only, shall not define or limit the provisions hereof and have no legal or other significance whatsoever.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts, except to the extent that the perfection of the Security Interest granted hereby may be governed by the law of another jurisdiction. If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

13. Jurisdiction; Waiver of Jury Trial. The Borrower, to the extent that Borrower may lawfully do so, hereby consents to service of process, and to be sued, in the Commonwealth of Massachusetts and consents to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the Commonwealth of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections the Borrower may have as to venue in any such courts. The Borrower further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to Borrower at the address provided in the Credit Agreement. **EACH PARTY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST BORROWER IN RESPECT OF THE BORROWER'S OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

14. Reproductions. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for the purpose of filing with the appropriate public authorities. A photographic or other reproduction of this Agreement and all other documents, instruments and agreements in the possession of the Secured Party which relate hereto may be reproduced by the Secured Party, and any such reproduction shall be admissible in evidence, with the same effect as the original itself, in any judicial or administrative proceeding, whether or not the original is in existence, the Borrower shall not object to the admission in evidence of any such reproduction.

15. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement. Delivery of a signature page to, or an executed counterpart of, this Agreement by facsimile, email transmission of a scanned image, or other electronic means, shall be effective as delivery of an originally executed counterpart. The parties hereto agree that "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act or the Uniform Commercial Code, and the parties hereto hereby waive any objection to the contrary.

[Signatures on following page]

SECURED PARTY:

ROCKLAND TRUST COMPANY

By: Gretchen Troiano

Name: Gretchen Troiano

Title: Vice President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 008191 FRAME: 0845

IN WITNESS WHEREOF, the parties have executed this IP Security Agreement as of the date first written above.

BORROWER:

EASTERN RESEARCH GROUP, INC.

By: David Meyers

Name: David Meyers

Title: President

[Signature Page to IP Security Agreement]

EXHIBIT A

1. "COMMENT CAT"; Registration No. 6860261, filed on November 2, 2020 with the United States Patent and Trademark Office.
2. "COMMENTCAT"; Pending Application Serial No. 90284805, filed on October 28, 2020 with the United States Patent and Trademark Office.