TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM851334

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Commonwealth Recycling Services, Inc.		11/03/2023	Corporation: PENNSYLVANIA
Temarry Recycling, Inc.		11/03/2023	Corporation: CALIFORNIA
Triumvirate Environmental, Inc.		11/03/2023	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	U.S. Bank National Association	
Street Address:	555 SW Oak Street	
City:	Portland	
State/Country:	OREGON	
Postal Code:	97204	
Entity Type: National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5052392	BESTPLUS
Registration Number:	6452653	TEMARRY RECYCLING
Registration Number:	6966328	TEMARRY
Registration Number:	4950319	RED2GREEN
Registration Number:	2822669	TRIUMVIRATE ENVIRONMENTAL
Registration Number:	7045066	GREENBOARD
Registration Number:	7064886	EHSONE

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 202-408-3121 X62348

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

> **TRADEMARK** REEL: 008250 FRAME: 0345

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NAME OF SUBMITTER: Jean Paterson		
SIGNATURE:	/jep/	
DATE SIGNED:	11/06/2023	
Total Attachments: 6		
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2023, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of U.S. Bank National Association, a national banking association ("U.S. Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 3, 2023 (as amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among TEI Common Dolphin, Inc., a Massachusetts corporation ("Holdings"), Triumvirate Environmental, Inc., a Massachusetts corporation ("TEI Environmental"), TEI Orca Properties, LLC, a Massachusetts limited liability company ("TEI Orca"), Carbon Properties, Inc., a Maryland corporation ("Carbon"), and Sun Street Properties, Inc., a Maryland corporation ("Sun Street" and, collectively with TEI Environmental, TEI Orca and Carbon, the "Borrowers" and each, individually, a "Borrower"), the Lenders from time to time party thereto and U.S. Bank, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Guaranty of even date herewith in favor of Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty") to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, each Grantor is party to the Security Agreement of even date herewith in favor of Agent on behalf of the Secured Parties (as such agreement may be amended, restated, amended and restated, and supplemented and/or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment and performance of the Obligations, each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's

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right, title and interest, whether now owned or hereafter acquired, in and to the following (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.
- Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility, to be exercised in its good faith business judgment, consistent with past practice, for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.
- Section 6. Governing Law. This Trademark Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York

[SIGNATURE PAGES FOLLOW]

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

COMMONWEALTH RECYCLING SERVICES,

TEMARRY RECYCLING, INC.

TRIUMVIRATE ENVIRONMENTAL, INC.

Title/

Name: John F. McQuillan, Jr. Chief Executive Officer ACCEPTED AND AGREED as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent

By: _______
Name: Benjamin F. Gallagher

Name: Benjamin F. Gallagher
Title: Authorized Officer

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SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

REGISTERED TRADEMARKS

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USPTO USPTO USPTO GREENBOARD EHSOne TRIUMVIRATE ENVIRONMENTAL App 17-MAR-2003 Reg 7064886 **App** 90793927 Reg 02-MAY-2023 Reg 7045066 **App** 97021787 **Reg** 2822669 **App** 76497801 Reg 30-MAY-2023 App 24-JUN-2021 App 10-SEP-2021 Reg 16-MAR-2004 Registered Registered Registered SERVICES, NAMELY, ENVIRONMENTAL RECYCLED PLASTIC 19 WASTE MANAGEMENT FIELD OF ENVIRONMENTAL CONSULTATION IN THE TECHNICAL INT. Cl. 42 LUMBER MADE USING INT. CL. 40 HAZARDOUS INT. Cl. 19 COMPOSITE TRIUMVIRATE ENVIRONMENTAL, INC. TRIUMVIRATE ENVIRONMENTAL, INC. TRIUMVIRATE ENVIRONMENTAL, INC.

2. TRADEMARK APPLICATIONS

None

INTELLECTUAL PROPERTY Licenses

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None

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RECORDED: 11/06/2023