

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C & K INDUSTRIAL SERVICES, INC.		12/28/2023	Corporation:
RECYCLABLE LLC		12/28/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	THE HUNTINGTON NATIONAL BANK		
Street Address:	200 PUBLIC SQUARE, CM64		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1935115	C&K INDUSTRIAL SERVICES, INC.	
Registration Number:	1964033	CKS BUILT ON SERVICE.	
Registration Number:	1953195	CK	
Registration Number:	1964034	CKS	
Serial Number:	97382047	GOOD FOR YOUR GLOBE	
Serial Number:	97382090	R	
Serial Number:	97382071	RECYCLABLE, LLC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2163485400		
Email:	IPMailbox@mcdonaldhopkins.com		
Correspondent Name:	MCDONALD HOPKINS LLC		
Address Line 1:	600 SUPERIOR AVENUE EAST, SUITE 2100		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	34659-00173		
NAME OF SUBMITTER:	Kimberly Hefner		

OP \$190.00 1935115

SIGNATURE:	/Kimberly Hefner/
DATE SIGNED:	12/28/2023
Total Attachments: 8 source=C&K_-_Executed_Intellectual_Property_Security_Agreement_33015949v1#page1.tif source=C&K_-_Executed_Intellectual_Property_Security_Agreement_33015949v1#page2.tif source=C&K_-_Executed_Intellectual_Property_Security_Agreement_33015949v1#page3.tif source=C&K_-_Executed_Intellectual_Property_Security_Agreement_33015949v1#page4.tif source=C&K_-_Executed_Intellectual_Property_Security_Agreement_33015949v1#page5.tif source=C&K_-_Executed_Intellectual_Property_Security_Agreement_33015949v1#page6.tif source=C&K_-_Executed_Intellectual_Property_Security_Agreement_33015949v1#page7.tif source=C&K_-_Executed_Intellectual_Property_Security_Agreement_33015949v1#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of December 28, 2023, is made by and among **C & K INDUSTRIAL SERVICES, INC.**, an Ohio corporation, and **RECYCLABLE LLC**, a Delaware limited liability company (collectively, the "**Grantor**"), in favor of **THE HUNTINGTON NATIONAL BANK**, a national banking association (the "**Lender**").

WHEREAS, the Grantor has entered into a Credit and Security Agreement dated as of even date herewith (as may be amended, modified, extended, or restated from time to time the "**Credit Agreement**"), with the Lender.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Definitions. Capitalized terms used herein but not defined shall have the meaning set forth in the Credit Agreement.

2. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations and applications exclusively licensed the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement and the Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP 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 to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

C & K INDUSTRIAL SERVICES, INC.,
an Ohio corporation

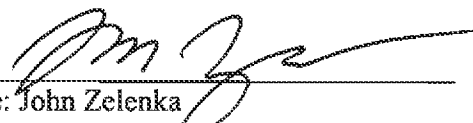
By: 
Name: Arthur Karas
Title: President

RECYCLABLE LLC,
a Delaware limited liability company

By: 
Name: Arthur Karas
Title: President

AGREED TO AND ACCEPTED:

THE HUNTINGTON NATIONAL BANK,

By: 
Name: John Zelenka
Title: Senior Vice President

SCHEDULES




SCHEDULE 1


PATENTS

Owner	Title	Application No. Filing Date	Patent No. Issue Date	Jurisdiction
C & K Industrial Services, Inc.	Truck load alarm safety system with drive interlock	17/528,076 November 16, 2021	US-11780330-B1 October 10, 2023	United States

SCHEDULE 2

TRADEMARKS

Owner	Mark	Serial No. Filing Date	Registration No. Registration Date	Jurisdiction
C & K Industrial Services, Inc.	C&K INDUSTRIAL SERVICES, INC.	74570229 September 6, 1994	1935115 November 14, 1995	United States
C & K Industrial Services, Inc.		74640822 March 2, 1995	1964033 March 26, 1996	United States
C & K Industrial Services, Inc.		74640823 March 2, 1995	1953195 January 30, 1996	United States
C & K Industrial Services, Inc.		74640824 March 2, 1995	1964034 March 26 1996	United States
Recyclable, LLC	GOOD FOR YOUR GLOBE	97382047 Apr. 26, 2022	Published	United States

Recyclable, LLC	Logo R Design 	97382090 Apr. 26, 2022	Published	United States
Recyclable, LLC	RECYCLABLE, LLC	97382071 Apr. 26, 2022	Pending	United States

SCHEDULE 3
COPYRIGHTS

None.