

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864793

<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>
TAP, Inc.		12/28/2023	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FEAC Agent, LLC		
<b>Street Address:</b>	500 Boylston Street, Suite 1250		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3842943	GROAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8662271809		
<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>	800-927-9801 x62348		
<b>Email:</b>	pagodoa@gmail.com		
<b>Correspondent Name:</b>	CSC Global		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	919 (CSC1 ref#-1372549)		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>SIGNATURE:</b>	/pja/		
<b>DATE SIGNED:</b>	12/30/2023		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made December 28, 2023 by and among TAP, inc., a Texas corporation (the “*Grantor*”), and FEAC Agent, LLC, a Delaware limited liability company (“*FEAC*”), as collateral agent for the Secured Parties (in such capacity, together with its permitted successors and assigns in such capacity, the “*Collateral Agent*”) under the Credit Agreement referred to below.

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among WRM WASTEWATER OPCO, LLC, a Delaware limited liability company (“*Holdings*”), WRM WASTEWATER MERGER SUB, INC., a Delaware corporation (“*Initial Borrower*”), WASTE RESOURCE MANAGEMENT, INC., a company incorporated in Delaware (the “*Company*”, and following the consummation of the Acquisition, the “*Administrative Borrower*”), SW INTERMEDIATE SUB, LLC, a Delaware limited liability company (“*SW Intermediate Sub*”), as a Co-Borrower, EEE PARENT II, INC., a Delaware corporation (“*EEE Parent*”), as a Co-Borrower, Holdings’ Subsidiaries from time to time party thereto as Guarantors, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Collateral Agent, and FEAC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*” and, together with the Collateral Agent, collectively, the “*Agents*”, and, each, an “*Agent*”) and FEF DISTRIBUTORS, LLC, as the Lead Arranger (“*Lead Arranger*”), and WILLOW TREE AGENCY, LLC, as the Arranger (together with the Lead Arranger, the “*Arrangers*”), the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby mortgages, pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (referred to in this Trademark Security Agreement as the

“*Security Interest*”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned and at any time from time to time existing or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all of the Grantor’s United States registered Trademarks and Trademark applications, including, without limitation, the Trademarks referred to on Schedule I hereto;

(b) the right to obtain all renewals of the foregoing; and

(c) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

Notwithstanding the foregoing or anything to the contrary in any other Credit Document, the Trademark Collateral shall not include Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to any Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under any insolvency law involving the Grantor.

4. SECURITY AGREEMENT. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks (other than Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor’s obligations under this Section, the Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate

counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Trademark Security Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

7. CONSTRUCTION. The rules of construction contained in Section 1.02 of the Credit Agreement are hereby incorporated herein *mutatis mutandis*.

8. TERMINATION. Upon the termination of the Security Agreement, the Collateral Agent shall, at the sole expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

9. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**TAP, inc.,**  
a Texas corporation

By: Edward Hickman  
Name: Edward Hickman  
Title: Chief Financial Officer

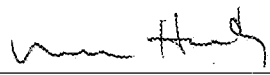
*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 008304 FRAME: 0781**

COLLATERAL AGENT:

FEAC AGENT, LLC,  
a Delaware limited liability company

By: First Eagle Alternative Credit, LLC  
Its: Managing Member

By:   
Name: Michelle Handy  
Title: Senior Managing Director

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

<b>Name of Registered Owner</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
TAP, inc.	77834009	September 24, 2009	3842943	August 31, 2010	GROAP

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