

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM868238

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROADRUNNER RECYCLING, INC.		07/19/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVIDBANK		
<b>Street Address:</b>	1732 N. 1st Street, 6th Floor		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95112		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98153556	R	
<b>Serial Number:</b>	98153560	MODERN WASTE + RECYCLING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	01/15/2024		
<b>Total Attachments: 5</b>			
source=Roadrunner Recycling- IPSA (updated Jan 2024)#page1.tif			
source=Roadrunner Recycling- IPSA (updated Jan 2024)#page2.tif			
source=Roadrunner Recycling- IPSA (updated Jan 2024)#page3.tif			
source=Roadrunner Recycling- IPSA (updated Jan 2024)#page4.tif			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of July 19, 2017 by and between **ROADRUNNER RECYCLING, INC.**, a Delaware corporation (“**Grantor**”) and **AVIDBANK**, a California corporation (“**Bank**”).

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as amended from time to time, the “**Loan Agreement**”) dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in intellectual property owned by Grantor (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of either party provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by such party of any or all other rights, powers or remedies.

Notwithstanding any other provision set forth herein, this Intellectual Property Security Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is likely to result in the forfeiture of Grantor’s rights in any trademark application filed in the United States Patent and Trademark Office on the basis of such Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.), to the extent that granting a security interest or other lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.


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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

One PPG Place, 33rd Floor  
Pittsburgh, PA 15222  
Attn: Graham Rihn - CEO

ROADRUNNER RECYCLING, INC.

By: 

Print Name: Graham Rihn

Title: President

Address of Bank:

50 West San Fernando Street, Suite 850  
San Jose, California 95113  
Attn: Stephen Chen

AVIDBANK

By: 

Print Name: Stephen Chen

Title: AVP

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<b>Title</b>	<b>Serial/ Patent Number</b>	<b>Application/ Issue Date</b>
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**EXHIBIT C**

**Trademarks**

Please Check Box if No Trademarks Exist

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
ROADRUNNER	4790120	August 11, 2015
ROADRUNNER	97228793	January 20, 2022
U	97228787	January 20, 2022
FOR THE GREENER GOOD	97228785	January 20, 2022
ROADRUNNER	97228782	January 20, 2022
<b>R</b>	<b>98153556</b>	<b>August 28, 2023</b>
<b>MODERN WASTE + RECYCLING</b>	<b>98153560</b>	<b>August 31, 2023</b>