OP \$340.00 5722950

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM871536

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A-GAS US INC.		01/25/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Truist Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	State Chartered Bank: NORTH CAROLINA		

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark		
Registration Number:	5722950	PURECHEM		
Registration Number:	5058825	PENGUIN		
Registration Number:	5089840	DIVERSIFIED PURE CHEM		
Registration Number:	4790508	REFRIGERANT ABATEMENT EXPERTS		
Registration Number:	4493750	RAPID RECOVERY		
Registration Number:	4504225	RAPID RECOVERY		
Registration Number:	4512831	RECOVER RECLAIM RETURN		
Registration Number:	4512832	RECOVER · RECLAIM · RETURN		
Registration Number:	4483823	RR		
Registration Number:	4483824	RR		
Registration Number:	4414566	SAVING THE PLANET ONE RECOVERY AT A TIME		
Registration Number:	4414567	SAVING THE PLANET ONE RECOVERY AT A TIME		
Registration Number:	2693114	RAPREC		

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750

Email: ipteam@cogencyglobal.com

TRADEMARK REEL: 008328 FRAME: 0963

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Correspondent Name: khadijah sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2244965
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	01/26/2024

Total Attachments: 6

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TRADEMARK REEL: 008328 FRAME: 0964

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is entered into as of January 25, 2024, by and among A-Gas US Inc., a Delaware corporation ("<u>Grantor</u>") and Truist Bank, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "<u>Collateral Agent</u>").

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of December 14, 2023 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to induce the Lenders to continue to make their respective extensions of credit to the Borrowers under and as defined in the Credit Agreement (as defined in the Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks whether now owned or hereafter acquired by Grantor and constituting Collateral, including but not limited to the Trademarks listed on Schedule I attached hereto; and all Ancillary IP Rights related thereto (collectively, the "Trademark Collateral"). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Trademark Collateral" include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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SECTION 4. <u>Termination or Release</u>. Upon the termination of the Security Agreement or the release of the Trademark Collateral, in each case, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "delivery," "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, 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, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, 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.

A-GAS US INC.

DocuSigned by:

By: Michael armstrong

Tarne: Michael Armstrong

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK REEL: 008328 FRAME: 0967 Accepted and Agreed:

TRUIST BANK, as Collateral Agent

By:

Name: Chapman Mitchell Title: Vice President

$\frac{\text{SCHEDULE I}}{\text{to}}$ TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Status	Application Number/Date	Registration Number/Date	Owner Name
PURECHEM	Registered	87510354 29-JUN-2017	5722950 09-APR-2019	A-GAS US INC.
PENGUIN	Registered	86925834 02-MAR- 2016	5058825 11-OCT-2016	A-GAS US INC.
DIVERSIFIED PURE CHEM	Registered	86925932 02-MAR- 2016	5089840 29-NOV-2016	A-GAS US INC.
REFRIGERANT ABATEMENT EXPERTS	Registered	86493513 31-DEC-2014	4790508 11-AUG-2015	A-GAS US INC.
RAPID RECOVERY	Registered	85866289 04-MAR- 2013	4493750 11-MAR- 2014	A-GAS US INC.
RAPID RECOVERY	Registered	85866299 04-MAR- 2013	4504225 01-APR-2014	A-GAS US INC.

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Trademark	Status	Application Number/Date	Registration Number/Date	Owner Name
RECOVER RECLAIM RETURN	Registered	85866320 04-MAR- 2013	4512831 08-APR-2014	A-GAS US INC.
RECOVER RECLAIM RETURN	Registered	85866324 04-MAR- 2013	4512832 08-APR-2014	A-GAS US INC.
RR	Registered	85866331 04-MAR- 2013	4483823 18-FEB-2014	A-GAS US INC.
RR	Registered	85866338 04-MAR- 2013	4483824 18-FEB-2014	A-GAS US INC.
SAVING THE PLANET ONE RECOVERY AT A TIME	Registered	85866425 04-MAR- 2013	4414566 08-OCT-2013	A-GAS US INC.
SAVING THE PLANET ONE RECOVERY AT A TIME	Registered	85866429 04-MAR- 2013	4414567 08-OCT-2013	A-GAS US INC.
RAPREC	Registered	76413924 31-MAY- 2002	2693114 04-MAR- 2003	A-GAS US INC.

RECORDED: 01/26/2024