

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Environmental Services, LLC		01/31/2024	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC, as Agent		
Street Address:	30 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85053514	HERITAGE	
Serial Number:	74434457	HERITAGE	
Serial Number:	78104854	HERITAGE ENVIRONMENTAL INFORMATION SYSTE	
Serial Number:	77863824	HERITAGE LIFECYCLE	
Serial Number:	85054670	HERITAGE PHD	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	067585-0032		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	01/31/2024		

OP \$140.00 85053514

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), among RINECO CHEMICAL INDUSTRIES, LLC, an Indiana limited liability company, and HERITAGE ENVIRONMENTAL SERVICES, LLC, an Indiana limited liability company (the "Grantors" and each a "Grantor") and KKR Loan Administration Services LLC ("KLAS"), in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "Agent").

WHEREAS, reference is made to (a) the Credit Agreement, dated as of January 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Heat BidCo, Inc., a Delaware corporation ("Holdings"), Halva Merger Sub, Inc., a Delaware corporation (the "Initial Borrower"), Heritage Environmental Services, Inc., an Indiana corporation (the "Borrower"), the lenders and issuing banks from time to time party thereto (the "Lenders") and the Agent, and (b) the Pledge and Security Agreement, dated as of January 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

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

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of such Grantor's right in, and title and interest to and under, (a) all United States registered Trademarks and Trademark applications, including those listed on Schedule I, together with the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all other rights, priorities and privileges corresponding to any of the foregoing, but, in each case, excluding any Excluded Assets (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

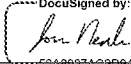
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature 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. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

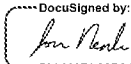
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RINECO CHEMICAL INDUSTRIES, LLC,
as Grantor

By:  _____
Name: Jonathan D. Neale
Title: Chief Financial Officer

HERITAGE ENVIRONMENTAL SERVICES, LLC,
as Grantor

By:  _____
Name: Jonathan D. Neale
Title: Chief Financial Officer

KKR LOAN ADMINISTRATION SERVICES LLC,
as the Agent


By: John Knox

Name: John Knox

Title: Authorized Signatory

SCHEDULE I

United States Trademark Registrations and Applications

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Record Owner
RINECO	98208039 03-OCT-2023		Rineco Chemical Industries, LLC
 RINECO	86093067 16-OCT-2013	4559283 01-JUL-2014	Rineco Chemical Industries, LLC
HERITAGE and design	85053514 June 3, 2010	3907552 January 18, 2011	Heritage Environmental Services, LLC
HERITAGE	74434457 September 10, 1993	1837064 May 17, 1994	Heritage Environmental Services, LLC
HERITAGE ENVIRONMENTAL INFORMATION SYSTEM	78104854 January 25, 2002	2837218 April 27, 2004	Heritage Environmental Services, LLC
HERITAGE LIFECYCLE AND DESIGN	77863824 November 3, 2009	3830909 August 10, 2010	Heritage Environmental Services, LLC
HERITAGEPHD AND DESIGN	85054670 June 4, 2010	3943385 April 12, 2011	Heritage Environmental Services, LLC