TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327781

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Environmental Express, Inc.		12/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Grantee
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4353012	AUTOBLOCK
Registration Number:	4516713	DOUBLEWEIGH
Registration Number:	3302543	ENVIRONMENTAL EXPRESS
Registration Number:	4360293	FILTERMATE
Registration Number:	4360292	FLIPMATE
Registration Number:	4360294	GHOSTWIPE
Registration Number:	4353013	HOTBLOCK
Registration Number:	4360295	MAXFIL
Registration Number:	1963987	PROWEIGH
Registration Number:	4327843	QUIKVAP
Registration Number:	4353010	SIMPLEDIST
Registration Number:	4434830	SNIP & POUR
Registration Number:	4482724	SOIL-CELL
Registration Number:	4353011	SPE-EXPRESS
Registration Number:	4323833	ULTRAFLOW
Registration Number:	4515556	ULTRALOW
Registration Number:	4618025	ULTRAPREP
Registration Number:	4356994	ZHE+

OP $490.00 4353012

Property Type	Number	Word Mark
Serial Number:	86305451	SIMPLEWATER

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39902
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	12/31/2014

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Environmental Express, Inc., a Delaware corporation with principal offices at 2345A Charleston Regional Parkway, Charleston, South Carolina 29492 (the "Grantor"), hereby grants to Credit Suisse AG, Cayman Islands Branch, as Collateral Agent, with principal offices at Eleven Madison Avenue, New York, NY 10010 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule I attached hereto, (ii) all Proceeds (as such term is defined in the First Lien Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the First Lien Security Agreement referred to below), including any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS dated as of December 31, 2014 (this "Agreement") is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the First Lien Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of August 15, 2014 (as amended, modified, restated and/or supplemented from time to time, the "First Lien Security Agreement"). Upon the occurrence of the Termination Date (as defined in the First Lien Security Agreement), the Grantee's security interests in the Marks shall automatically and unconditionally terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the First Lien Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the First Lien Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and

delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE FIRST LIEN CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

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TRADEMARK
REEL: 005433 FRAME: 0370

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

ENVIRONMENTAL EXPRESS, INC., as Grantor,

By _____

Name: Rajesh Asarpota
Title: Chief Financial Officer and Secretary

[Signature Page to First Lien Trademark Security Agreement]

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent and Grantee,

By: _____
Name: DOREEN BARR
Title: AUTHORIZED SIGNATORY

By: _____
Name: D. ANDREW MALETTA
Title: AUTHORIZED SIGNATORY

[Signature Page to First Lien Trademark Security Agreement]

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SCHEDULE I

Trademarks

Environmental Express, Inc. ("EEI"):

MARK	JURISDICTION	REF #/ OWNER	FILED	APP #	REG DT	REG #	STATUS	CLASSES
AUTOBLOCK	UNITED STATES	EEI	8/28/2012	85714687	6/18/2013	4353012	REGISTERED	9
DOUBLEWEIGH	UNITED STATES	EEI	11/1/2013	86108052	4/15/2014	4516713	REGISTERED	9
ENVIRONMENTAL EXPRESS	UNITED STATES	EEI	8/15/2006	78952100	10/2/2007	3302543	REGISTERED	9
FILTERMATE	UNITED STATES	EEI	8/28/2012	85714750	7/2/2013	4360293	REGISTERED	9
FLIPMATE	UNITED STATES	EEI	8/28/2012	85714740	7/2/2013	4360292	REGISTERED	9
GHOSTWIPE	UNITED STATES	EEI	8/28/2012	85714755	7/2/2013	4360294	REGISTERED	9
HOTBLOCK	UNITED STATES	EEI	8/28/2012	85714695	6/18/2013	4353013	REGISTERED	9
MAXFIL	UNITED STATES	EEI	8/28/2012	85714766	7/2/2013	4360295	REGISTERED	9
PROWEIGH	UNITED STATES	EEI	1/31/1995	74627684	3/26/1996	1963987	REGISTERED	9
QUIKVAP	UNITED STATES	EEI	8/28/2012	85714450	4/30/2013	4327843	REGISTERED	9
SIMPLEDIST	UNITED STATES	EEI	8/28/2012	85714454	6/18/2013	4353010	REGISTERED	9
SIMPLEWATER	UNITED STATES	EEI	6/10/2014	86305451			PENDING	9
SNIP & POUR	UNITED STATES	EEI	8/28/2012	85714440	11/19/2013	4434830	REGISTERED	9
SOIL-CELL	UNITED STATES	EEI	8/28/2012	85714759	2/11/2014	4482724	REGISTERED	9
SPE-EXPRESS	UNITED STATES	EEI	8/28/2012	85714462	6/18/2013	4353011	REGISTERED	9
ULTRAFLOW	UNITED STATES	EEI	8/28/2012	85714430	4/23/2013	4323833	REGISTERED	9
ULTRALOW	UNITED STATES	EEI	10/8/2012	85747811	4/15/2014	4515556	REGISTERED	9
ULTRAPREP	UNITED STATES	EEI	8/28/2012	85714433	10/7/2014	4618025	REGISTERED	9
ZHE+	UNITED STATES	EEI	8/28/2012	85714776	6/25/2013	4356994	REGISTERED	9

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