TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421171

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Environmental Express, Inc.		03/21/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Ave., 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Bank: UNITED STATES

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:	4848962	SIMPLEWATER
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

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	03/27/2017

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of March 21, 2017, by and among **ENVIRONMENTAL EXPRESS, INC.** ("Grantor") and **JEFFERIES FINANCE LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of March 21, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. 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 for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of Grantor listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien 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). In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor, at Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien 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 First Lien 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 First Lien Trademark Security Agreement.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

ENVIRONMENTAL EXPRESS, INC.

By:_____

Name: Bernd Brust

Title: President and Chief Executive Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name: Jason Kennedy
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
AUTOBLOCK	85,714,687	4,353,012	Environmental Express, Inc.
DOUBLEWEIGH	86,108,052	4,516,713	Environmental Express, Inc.
ENVIRONMENTAL EXPRESS	78,952,100	3,302,543	Environmental Express, Inc.
FILTERMATE	85,714,750	4,360,293	Environmental Express, Inc.
FLIPMATE	85,714,740	4,360,292	Environmental Express, Inc.
GHOSTWIPE	85,714,755	4,360,294	Environmental Express, Inc.
HOTBLOCK	85,714,695	4,353,013	Environmental Express, Inc.
MAXFIL	85,714,766	4,360,295	Environmental Express, Inc.
PROWEIGH	74,627,684	1,963,987	Environmental Express, Inc.
QUIKVAP	85,714,450	4,327,843	Environmental Express, Inc.
SIMPLEDIST	85,714,454	4,353,010	Environmental Express, Inc.
SIMPLEWATER	86,305,451	4,848,962	Environmental Express, Inc.
SNIP & POUR	85,714,440	4,434,830	Environmental Express, Inc.
SOIL-CELL	85,714,759	4,482,724	Environmental Express, Inc.
SPE-EXPRESS	85,714,462	4,353,011	Environmental Express, Inc.
ULTRAFLOW	85,714,430	4,323,833	Environmental Express, Inc.
ULTRALOW	85,747,811	4,515,556	Environmental Express, Inc.
ULTRAPREP	85,714,433	4,618,025	Environmental Express, Inc.
ZHE+	85,714,776	4,356,994	Environmental Express, Inc.

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Environmental Express, Inc.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: DE
☐ Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Jefferies Finance LLC, as Collateral Agent

Street Address: 520 Madison Ave., 19th Floor

City: New York

State: NY

Country: USA Zip: 10022

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 21, 2017

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Elaine Carrera — March 22, 2017

Signature — Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450