

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberty Tire Recycling, LLC		12/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Collateral Agent		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4496464	THE ULTIMATE MULCH	
Registration Number:	4473690	RECYCLE. IT'S OUR COMMITMENT.	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	988878-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/02/2018		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Liberty Tire Recycling, LLC, a Delaware limited liability company (the "Grantor"), hereby grants to HPS Investment Partners, LLC, as Collateral Agent (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 and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

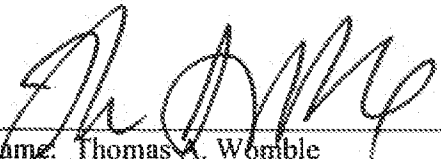
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 29, 2017 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of any termination (as set forth in Section 10 of the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

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

[remainder of page intentionally left blank]

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

LIBERTY TIRE RECYCLING, LLC

By: 
Name: Thomas A. Wamble
Title: Chief Executive Officer
Address: 1251 Waterfront Pl. 4th FL
Pittsburgh, PA 15222

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006239 FRAME: 0843

IN WITNESS WHEREOF, the undersigned has duly executed this Grant as of the day and year first above written.


HPS INVESTMENT PARTNERS, LLC
as Collateral Agent and Grantee

By: _____

Name:

Title:

Address:



VIKAS KESWANI
MANAGING DIRECTOR

Schedule A
Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
THE ULTIMATE MULCH	85924092	5/6/2013	4496464	3/11/2014	Liberty Tire Recycling, LLC
RECYCLE, IT'S OUR COMMITMENT.	85793751	12/4/2012	4473690	1/28/2014	Liberty Tire Recycling, LLC