

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM685851

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900650564

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEXT DAY DUMPSTERS DMV, LLC		10/17/2021	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	M&T BANK
Street Address:	One M&T Plaza, Office of General Counsel
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77779349	NEXT DAY DUMPSTERS

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: 3013048230
Email: ahumm@r-plaw.com
Correspondent Name: Annalise Humm
Address Line 1: 6031 University Boulevard
Address Line 2: Suite 300
Address Line 4: Ellicott City, MARYLAND 21043

NAME OF SUBMITTER:	Annalise Humm
SIGNATURE:	/Annalise Humm/
DATE SIGNED:	11/04/2021

Total Attachments: 2

source=Trademark Security Agreement_Signed NDD#page1.tif
 source=Trademark Security Agreement_Signed NDD#page2.tif



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated October 18, 2021, is made by NEXT DAY DUMPSTERS DMV, LLC, a Maryland limited liability company (the "Grantor"), in favor of M&T BANK (the "Secured Party").

Reference is made to the Credit Agreement dated October 18, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, Secured Party and others. Secured Party has agreed to extend credit to the Grantor and others subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, as a condition precedent to Secured Party's extension of such credit, Grantor and others have executed and delivered to Secured Party the General Security Agreement dated October 18, 2021, made by the Grantor and others in favor of Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Credit Agreement and Security Agreement, as applicable.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Security Agreement), Grantor hereby grants to Secured Party, its successors and assigns, a security interest in, all of Grantor's right, title and interest in, to and under all of the following Collateral (as defined in the Security Agreement) of Grantor (collectively, the "Trademark Collateral"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, internet domain names or other source or business identifiers or designs of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule A attached hereto; (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks; (c) all extensions and renewals thereof; (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof; (e) all rights corresponding thereto throughout the world; (f) all rights to sue for past, present and future infringements or dilutions thereof; and (g) to the extent not otherwise included, all proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

SECTION 4. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and

TRADEMARK

REEL: 007480 FRAME: 0037

provisions of which are incorporated herein 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.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MARYLAND.

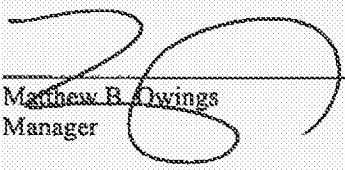
IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

WITNESS:

Signature of Witness
Matthew B. Owings

Printed Name of Witness

NEXT DAY DUMPSTERS DMV, LLC
A Maryland Limited Liability Company

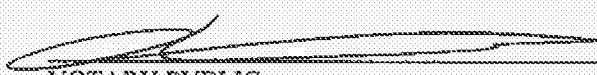
By:  _____ (SEAL)
Matthew B. Owings
Manager

Acknowledgment

STATE OF MARYLAND, CITY/COUNTY OF Montgomery, TO WIT:

I HEREBY CERTIFY that on this 17 day of October, 2021, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared Matthew B. Owings, and acknowledged himself to be the Manager of NEXT DAY DUMPSTERS DMV, LLC, a Maryland limited liability company, and acknowledged that he, being authorized so to do, executed the foregoing document for the purposes therein contained, in the aforementioned capacity.

IN WITNESS MY Hand and Notarial Seal.

 _____ (SEAL)
NOTARY PUBLIC

My Commission Expires:

05/14/2025

