

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpha Environmental Management Corp, LLC		05/28/2021	Limited Liability Company: FLORIDA
Ohio Alpha Environmental Management, LLC		05/28/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	222 W. Riverside		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3712868	ALPHA-TRAK	
Registration Number:	3471383	ALPHA EMC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8047757791		
Email:	shiers@mcguirewoods.com		
Correspondent Name:	Christel E. Harlacher		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	11/04/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of May 28, 2021, is made by ALPHA ENVIRONMENTAL MANAGEMENTCORP, LLC, a Florida limited liability company and OHIO ALPHA ENVIRONMENTAL MANAGEMENT, LLC, Florida limited liability company (each a “Grantor” and collectively, the “Grantors”), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, as agent (in such capacity, “Agent”) for the lenders from time to time party to the Credit Agreement (as defined below).

A. Grantors and Agent are parties to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), and certain related collateral documents (together with the Credit Agreement, the “Loan Documents”), pursuant to which the Agent has agreed to extend loans and other financial accommodations to Grantors and Grantors have granted to the Agent a security interest in substantially all the assets of Grantors, including all right, title, and interest of Grantors in, to, and under all now owned and hereafter acquired trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Agreement.

B. Pursuant to the Loan Documents, the Grantors are required to execute and deliver this Agreement to the Agent.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Documents, Grantors do hereby grant to the Agent a continuing security interest in all of Grantors rights, titles, and interests in, to and under the following, whether presently existing or hereafter created or acquired:

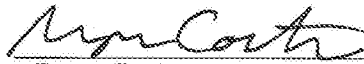
- (1) each trademark and trademark application of Grantors, including, without limitation, each trademark and trademark application of Grantors referred to in *Schedule 1* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith (provided, however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use applications under applicable federal law);
- (2) each trademark license of Grantors, including, without limitation, each trademark license of Grantors listed on *Schedule 1* annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in *Schedule 1* annexed hereto, any trademark issued pursuant to a trademark application referred to in *Schedule 1* annexed hereto and any trademark licensed under any trademark license listed on *Schedule 1* annexed hereto (items (1) through (3) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantors hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral

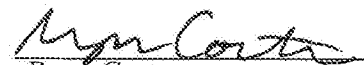
made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Credit Agreement.

Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**ALPHA ENVIRONMENTAL
MANAGEMENTCORP, LLC**, a Florida limited
liability company

By: 
Name: Ryan Cortner
Title: Vice President

**OHIO ALPHA ENVIRONMENTAL
MANAGEMENT, LLC**, a Florida limited liability
company

By: 
Name: Ryan Cortner
Title: Vice President

[Signature Page to Trademark Security Agreement]

Acknowledged:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: _____

Name: Nimit Kapoor

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007484 FRAME: 0219

SCHEDULE 1

Trademarks, Trademark Applications, and Trademark Licenses

Grantor	Mark	Serial Number	Filing Date	Registration Number	Date of Registration
Alpha Environmental Management Corp. LLC	ALPHA-TRAK	77491775	June 5, 2008	3712868	November 17, 2009
Ohio Alpha Environmental Management, LLC	ALPHA EMC	77342860	December 3, 2007	3471383	July 22, 2008