

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waste Harmonics LLC		03/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	126 East Avenue, Suite 100		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5797064	WASTE HARMONICS SIMPLIFY CONSOLIDATE	
Registration Number:	5797063	IWASTE BY WASTE HARMONICS	
Registration Number:	5797062	WASTE HARMONICS	
Registration Number:	5791659	EC2GO POWERED BY WASTE HARMONICS	
Registration Number:	5041452	IWASTE	
Registration Number:	4093284	ECO2GO RECYCLING SOLUTIONS	
Registration Number:	4259030		
Registration Number:	4259031		
Registration Number:	4254865	TALISMARK	
Registration Number:	4238880	TALISMARK	
Registration Number:	4130967	TALISMARK	
Registration Number:	3351081	WASTE PROFESSIONALS	
Registration Number:	3328672	WP	
Serial Number:	88858615	CQ	
Serial Number:	88858598	CONTELLIGENT	
Registration Number:	6289598	ONEPLUS SYSTEMS	
Registration Number:	5361601	SMARTBIN	
Registration Number:	5353660		
Registration Number:	5353659	ONEPLUS	

CH \$615.00 5797064

Property Type	Number	Word Mark
Registration Number:	5561489	INTERNET OF TRASH
Registration Number:	2298218	TRASHPASS
Registration Number:	1848132	WASTE GUARD
Registration Number:	1729085	LEAK EDGE
Registration Number:	1695256	WASTE EDGE

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: 3154237100

Email: kpurdy@harrisbeach.com

Correspondent Name: Harris Beach, PLLC

Address Line 1: 333 West Washington Street, Suite 200

Address Line 4: Syracuse, NEW YORK 13202

NAME OF SUBMITTER:	Laura W. Smalley
SIGNATURE:	/Laura W. Smalley/
DATE SIGNED:	03/31/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (“Grantor”) for the benefit of Citizens Bank, N.A. (the “Secured Party”), in connection with a Guaranty and Collateral Agreement dated as of March 25, 2022, among Grantors party thereto and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Secured Party a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

In consideration of the mutual agreements set forth herein and the Guaranty and Collateral Agreement, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement or the Guaranty and Collateral Agreement:

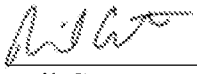
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Effective Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

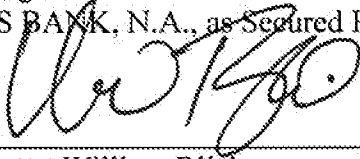
Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

WASTE HARMONICS, LLC,
as Grantor

By: 
Name: Neil Carter
Title: Authorized Signatory

Acknowledged:
CITIZENS BANK, N.A., as Secured Party

By:

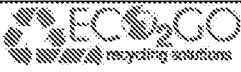



Name: William Bliet
Title: Senior Vice President

SCHEDULE 1



TRADEMARK COLLATERAL

Credit Party	Mark	Reg/Serial Number	Filing/Reg Date	Status
Waste Harmonics, LLC		5797064	July 9, 2019	Registered
Waste Harmonics, LLC		5797063	July 9, 2019	Registered
Waste Harmonics, LLC	WASTE HARMONICS	5797062	July 9, 2019	Registered
Waste Harmonics, LLC		5791659	July 2, 2019	Registered

<p>Original registrant: WH Acquisition</p> <p>Current registrant: Waste Harmonics, LLC</p>	<p>IWASTE</p>	<p>5041452*</p>	<p>September 13, 2016</p>	<p>Registered</p>
<p>Original registrant: ECO2GO Recycling Solutions, LLC, dba Eco2Go Recycling Solutions</p> <p>Current registrant: Waste Harmonics, LLC</p>		<p>4093284*</p>	<p>January 31, 2012</p>	<p>Registered</p>
<p>Original registrant: Waste Professionals, LLC</p> <p>Current registrant: Waste Harmonics, LLC</p>	 <p>(IC040)</p>	<p>4259030</p>	<p>December 11, 2012</p>	<p>Registered</p>

<p>Original registrant: Waste Professionals, LLC</p> <p>Current registrant: Waste Harmonics, LLC</p>	 <p>(IC 035)</p>	4259031	December 11, 2012	Registered
<p>Original registrant: Waste Professionals, LLC</p> <p>Current registrant: Waste Harmonics, LLC</p>	TALISMARK (IC 040)	4254865	December 4, 2012	Registered
<p>Original registrant: Waste Professionals, LLC</p> <p>Current registrant: Waste Harmonics, LLC</p>		4238880	November 6, 2012	Registered
<p>Original registrant: Waste Professionals, LLC</p> <p>Current registrant: Waste Harmonics, LLC</p>	TALISMARK (IC 035)	4130967	April 24, 2012	Registered
<p>Original registrant: Independent Waste Consultants Inc.</p> <p>Current registrant: Waste Harmonics, LLC</p>	waste professionals	3351081	December 11, 2007	Registered

<p>Original registrant: Independent Waste Consultants Inc.</p> <p>Current registrant: Waste Harmonics, LLC</p>		3328672	November 6, 2007	Registered
Waste Harmonics, LLC	CQ	88/858615	April 3, 2020	Pending
Waste Harmonics, LLC	CONTELLIGENT	88/858598	April 3, 2020	Pending
Waste Harmonics, LLC	ONEPLUS SYSTEMS	6289598	March 9, 2021	Registered
Waste Harmonics, LLC	SMARTBIN [NOTE 1]	5361601	December 19, 2017	Registered
Waste Harmonics, LLC		5353660	December 12, 2017	Registered
Waste Harmonics, LLC		5353659	December 12, 2017	Registered
Waste Harmonics, LLC	INTERNET OF TRASH	5561489	September 11, 2018	Registered

Waste Harmonics, LLC	TRASHPASS	2298218	December 7, 1999	Registered
Waste Harmonics, LLC	WASTE GUARD	1848132	August 2, 1994	Registered
Waste Harmonics, LLC		1729085	November 3, 1992	Registered
Waste Harmonics, LLC		1695256	June 16, 1992	Registered