

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synergy Environmental Corporation		05/10/2022	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Delaware Trust Company		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4783406	SOLTERRA	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.515067		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	05/12/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 10, 2022 (this “**Trademark Security Agreement**”), by Synergy Environmental Corporation, a Georgia corporation (the **Grantor**”), in favor of Delaware Trust Company, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Credit and Security Agreement, dated as of January 16, 2020, as amended by the First Amendment to Credit and Security Agreement, dated as of May 11, 2020, by the Second Amendment to Credit and Security Agreement, dated as of April 6, 2021, by the Third Amendment to Credit and Security Agreement (the “Third Amendment”), dated as of October 29, 2021, by the Fourth Amendment to Credit and Security Agreement, dated as of December 31, 2021 and by the Fifth Amendment to Credit and Security Agreement, dated as of March 31 and as otherwise amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time (the “**Credit Agreement**”) by and among The Action Environmental Group, Inc., a Delaware corporation (the “**Borrower**”), Interstate Waste Services, Inc., a Delaware corporation (“**Holdings**”), certain subsidiaries of Holdings from time to time party thereto, the lenders party thereto (the “**Lenders**”), Comerica Bank, as revolving loan sub-agent for the Revolving Lenders and the Issuing Bank, and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to enter into the Third Amendment, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement or the Third Amendment, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor: Trademark of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark made and granted hereby are more fully set forth in the Credit Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

Execution Version

SECTION 4. Termination. Upon the termination of the Credit Agreement in accordance with Section 13.2 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication 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. Governing Law. The terms of Sections 12.3 and 15.1 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

**SYNERGY ENVIRONMENTAL
CORPORATION**, a Georgia corporation

By:  _____

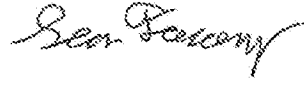
Name: Brian Giambagno

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007720 FRAME: 0440**

DELAWARE TRUST COMPANY,
as Administrative Agent



By: _____

Name: Sean Foronjy

Title: Vice President

**Schedule I
Trademark Registrations**

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO./REG. NO.</i>	<i>FILING DATE/REG. DATE</i>
SOLTERRA	Synergy Environmental Corporation	Serial No. 86376146 Reg. No. 4783406	08/25/2014 07/28/2015