

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7067287

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT (FIRST LIEN)	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRC ENVIRONMENTAL CORPORATION	12/09/2021
RECEIVING PARTY DATA		
Name:	UBS AG, STAMFORD BRANCH, AS FIRST LIEN COLLATERAL AGENT	
Street Address:	600 WASHINGTON BLVD.	
City:	STAMFORD	
State/Country:	CONNECTICUT	
Postal Code:	06901	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	8651768	
Patent Number:	9085021	
Patent Number:	9884771	
Application Number:	13302716	
Patent Number:	7351191	
Patent Number:	7326285	
Patent Number:	6843617	
CORRESPONDENCE DATA		
Fax Number:	(202)408-3141	
<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:	202-408-3121 X62348	
Email:	jean.paterson@cscglobal.com	
Correspondent Name:	CSC	
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Address Line 4:	WASHINGTON, D.C. 20005	
NAME OF SUBMITTER:	JEAN PATERSON	
SIGNATURE:	/jep/	
DATE SIGNED:	12/10/2021	

Total Attachments: 5

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FIRST LIEN PATENT SECURITY AGREEMENT, dated as of December 9, 2021 (this “Agreement”), between TRC ENVIRONMENTAL CORPORATION (the “Grantor”) and UBS AG, STAMFORD BRANCH, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of December 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”) among ENERGIZE MIDCO LLC, a Delaware limited liability company (“Holdings”), ENERGIZE HOLDCO LLC, a Delaware corporation (the “Initial Borrower”), the Lenders party thereto and UBS AG, STAMFORD BRANCH, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of December 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”) among Holdings, the Initial Borrower, the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the First Lien Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the First Lien Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Patent Collateral (as defined below). The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Patents, including those listed on Schedule I attached hereto (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 3. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Patent Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by


facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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.

TRC COMPANIES, INC., as Grantor

By: 
Name: Jason S. Greenlaw
Title: Senior Vice President and Chief
Financial Officer

UBS AG, STAMFORD BRANCH, as First Lien
Collateral Agent

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH, as First Lien
Collateral Agent

By: 
Name: Houssein Doly
Title: Director

By: 
Name: Dionne Robinson
Title: Associate Director

Schedule I

United States Issued and Applied-For Patents

	Title	Record Owner	Patent No./ Application No
1.	Devices and Methods for directing migration of non-aqueous liquids from sediment	TRC Environmental Corporation	8,651,768
2.	Devices and Methods for Trapping Non-Aqueous-Phase Liquids and Venting Gas from Subaqueous Sediment	TRC Environmental Corporation	9,085,021
3.	Devices and Methods for Trapping Non-Aqueous-Phase Liquids in Contaminated Groundwater	TRC Environmental Corporation	9,884,771
4.	Devices and Methods for Venting Gas Bubbles from Underwater Sediment	TRC Environmental Corporation	13/302,716
5.	Method for Stabilizing Contaminated Waste	TRC Environmental Corporation	7,351,191
6.	Methods for Recovering Hydrocarbon Vapors	TRC Environmental Corporation	7,326,285
7.	Stabilization of Toxic Metals in a Waste Matrix and Pore Water	TRC Environmental Corporation	6,843,617