

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448603

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		10/25/2017	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CHARAH, LLC (formerly known as Charah, Inc.)
Street Address:	12601 PLANTSIDE DRIVE
City:	LOUISVILLE
State/Country:	KENTUCKY
Postal Code:	40299
Entity Type:	Limited Liability Company: KENTUCKY

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4589373	GYPSUMAX
Registration Number:	4280504	SUL4R-PLUS
Registration Number:	3726703	TUFFCRETE
Registration Number:	3868660	PONDX
Registration Number:	3547736	ECOAGGREGATE
Registration Number:	3547653	ECOFILL
Registration Number:	3547652	ECOSAND
Registration Number:	3747384	GREENFILL
Registration Number:	2856362	PRICELITE
Registration Number:	2666149	CHARAH

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

OP \$265.00 4589373

Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	029032-0062
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	10/25/2017
Total Attachments: 5 source=Release - Charah#page1.tif source=Release - Charah#page2.tif source=Release - Charah#page3.tif source=Release - Charah#page4.tif source=Release - Charah#page5.tif	

**RELEASE OF SECURITY INTEREST
IN U.S. PATENTS AND U.S. TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN U.S. PATENTS AND U.S. TRADEMARKS** (“**Release**”), dated as of October 25, 2017, is made by **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent (the “**Administrative Agent**”) under the Security Agreement (as defined herein).

WHEREAS, CHARAH, LLC (*formerly known as Charah, Inc.*), a Kentucky limited liability company (the “**Borrower**”), CHARAH SOLE MEMBER LLC, a Delaware limited liability company (“**Holdings**”), ASH MANAGEMENT SERVICES, LLC, a Kentucky limited liability company (“**Ash Management**”), GREEN MEADOW, LLC, a North Carolina limited liability company (“**Green Meadow**” and together with the Borrower, Holdings and Ash Management, the “**Grantors**”) and the Administrative Agent entered into that certain Second Amended and Restated Security Agreement dated as of January 13, 2017 (the “**Security Agreement**”), which amended and restated that certain Amended and Restated Security Agreement dated as of June 30, 2015, whereby each Grantor granted to Administrative Agent a continuing security interest in, and right to set off against, (i) any and all of its right, title and interest in and to (A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each United States application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, each trademark and trademark application listed on Schedule A attached hereto, (B) all counterparts, extensions and renewals of any of the foregoing, (C) all income, royalties, damages and payments then or thereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing, (D) the right to sue for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing and (E) all rights corresponding to any of the foregoing (including the goodwill) throughout the world (collectively, the “**Trademarks**”) and (ii) all of its right, title and interest in and to (A) all patents, all inventions and patent applications anywhere in the world, including, without limitation, each patent and patent application listed on Schedule B attached hereto, (B) all improvements, counterparts, reissues, divisional, re-examinations, extensions, continuations (in whole or in part) and renewals of any of the foregoing and improvements thereon, (C) all income, royalties, damages or payments then or thereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations or misappropriations of any of the foregoing, (D) the right to sue for past, present and future infringements, violations or misappropriations of any of the foregoing and (E) all rights corresponding to any of the foregoing throughout the world (collectively, the “**Patents**”);

WHEREAS, the lien and security interest in the Trademarks listed on Schedule A and the Patents listed on Schedule B granted to the Administrative Agent by the Grantors pursuant to the Security

Agreements is evidenced in the records of (i) the Patents Division of the U.S. Patent and Trademark Office by that certain Notice of Grant of Security Interest in U.S. Patents and Trademarks dated as of and recorded June 30, 2015 at Reel 035997 at Frame 0236; (ii) the Trademarks Division of the U.S. Patent and Trademark Office by that certain Notice of Grant of Security Interest in U.S. Patents and Trademarks dated as of and recorded June 30, 2015 at Reel 5565 at Frame 0879; and (iii) the Patents Division of the U.S. Patent and Trademark Office by that certain Notice of Grant of Security Interest in Patents dated as of and recorded January 13, 2017 at Reel 040974 at Frame 0543; and

WHEREAS, the Administrative Agent has agreed to release its security interest in, and discharge fully its lien on, the Patents and Trademarks as herein provided, and to reconvey any and all rights in the Patents and Trademarks to the Grantors.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent hereby terminates, discharges and releases, with respect to each Grantor, as applicable, any and all liens and security interest granted to the Administrative Agent in, and right to set off against, the Patents and Trademarks without representation, warranty or recourse of any kind, and reassigns to such Grantor any and all right, title or interest it may have in such Patents and Trademarks. The Administrative Agent hereby authorizes this Release to be recorded with the U.S. Patent and Trademark Office.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the date first set forth above.

BANK OF AMERICA, N.A., as
Administrative Agent

By: Tracey Silverman
Name: Tracey Silverman
Title: Sr. Vice President

SCHEDULE A
U.S. Patents and Patent Applications

Owner	Title	Application or Registration Number	Application or Registration Date
Charah, Inc.	CEMENTITIOUS COMPOSITIONS AND METHODS OF MAKING AND USING	8,118,927	02/12/2012
Charah, Inc.	CEMENTITIOUS COMPOSITIONS AND METHODS OF MAKING AND USING	8,118,927	02/12/2012
Charah, Inc.	PACKAGING FOR PARTICULATE AND GRANULAR MATERIALS	7,716,901	05/18/2010
Charah, Inc.	METHOD AND SYSTEM FOR BENEFICIATING GASIFICATION SLAG	7,328,805	02/12/2008
Charah, Inc.	SYNTHETIC GYPSUM FERTILIZER PRODUCT AND METHOD OF MAKING	13/962,903	08/08/2013
Charah, Inc.	ASH MANAGEMENT TRENCH	62/030,433	07/29/2014
Charah, Inc.	ASH MANAGEMENT TRENCH	14/813,052	07/29/2015

SCHEDULE B
U.S. Trademarks and Trademark Applications

Grantor	Trademark	Registration Number	Registration Date
Charah, Inc.	GYPSSUMAX	4,589,373	8/19/2014
Charah, Inc.	SUL4R-PLUS	4,280,504	1/22/2013
Charah, Inc.	TUFFCRETE	3,726,703	12/15/2009
Charah, Inc.	PONDIX	3,868,660	10/26/2010
Charah, Inc.	ECOAGGREGATE	3,547,736	12/16/2008
Charah, Inc.	ECOFILL	3,547,653	12/16/2008
Charah, Inc.	ECOSAND	3,547,652	12/16/2008
Charah, Inc.	GREENFILL	3,747,384	2/9/2010
Charah, Inc.	PRICELITE	2,856,362	6/22/2004
Charah, Inc.	CHARAH	2,666,149	12/24/2002