

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (SECOND LIEN)		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Liberty Tire Recycling, LLC		12/29/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent		
<b>Street Address:</b>	500 Ross Street, 12th Floor		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15262		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4496464	THE ULTIMATE MULCH	
<b>Registration Number:</b>	4473690	RECYCLE. IT'S OUR COMMITMENT.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	060803-0004		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	01/02/2018		
<b>Total Attachments: 4</b>			

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THE LIENS AND SECURITY INTEREST GRANTED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 29, 2017 AMONG PNC BANK, NATIONAL ASSOCIATION, AS ABL AGENT, HPS INVESTMENT PARTNERS, LLC, AS TERM AGENT, AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS SECOND LIEN NOTES TRUSTEE.

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS  
(SECOND LIEN)

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Liberty Tire Recycling, LLC, a Delaware limited liability company (the "Grantor"), hereby grants to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

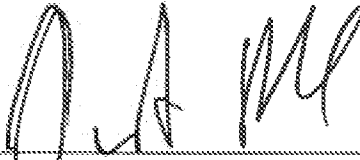
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 29, 2017 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of any termination (as set forth in Section 9 of the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing (in form and substance reasonably satisfactory to the Grantee) releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**LIBERTY TIRE RECYCLING, LLC**

By:  \_\_\_\_\_

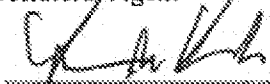
Name: Thomas A. Womble  
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement ~ PIK Note]

**TRADEMARK**  
**REEL: 006241 FRAME: 0031**

SECURED PARTY:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Collateral Agent

By:   
Its: Vice President

{Signature page to Trademark Security Agreement - PIK Note}

TRADEMARK

REEL: 006241 FRAME: 0032

**Schedule A**  
**Trademarks**

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
THE ULTIMATE MULCH	85924092	5/6/2013	4496464	3/11/2014	Liberty Tire Recycling, LLC
RECYCLE, IT'S OUT COMMITMENT.	85793751	12/4/2012	4473690	1/28/2014	Liberty Tire Recycling, LLC