

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Russell Reid Waste Hauling and Disposal Service Co. Inc.		02/28/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N Tryon St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5127257	RUSSELL REID RESPONSIBLE WASTEWATER MANA	
Registration Number:	5117876	RUSSELL REID RESPONSIBLE WASTEWATER MANA	
Registration Number:	5117875	RR RUSSELL REID RESPONSIBLE WASTEWATER M	
Registration Number:	3694022	RUSSELL REID MR. JOHN RR	
Registration Number:	3443245	RESPONSIBLE WASTE MANAGEMENT	
Registration Number:	2399802	MR. JOHN THE COMPLETE SOURCE FOR TEMPORA	
Registration Number:	2408327	GET PUMPED!	
Registration Number:	2245855	MR. JOHN	
Registration Number:	1904669	RUSSELL REID RESPONSIBLE WASTEWATER MANA	
Registration Number:	1861207	RUSSELL REID RESPONSIBLE WASTEWATER MANA	
Registration Number:	1861206	RUSSELL REID RESPONSIBLE WASTEWATER MANA	
Registration Number:	1866758	SOIL SLEUTH	
Serial Number:	87912297	RESPONSIBLE WASTE MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		
TRADEMARK			

OP \$340.00 5127257

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 03/04/2019

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Russell Reid Waste Hauling and Disposal Service Co. Inc.

- Individual(s)
- Partnership
- Corporation- State: NJ
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 28, 2019

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 101 N Tryon St.

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

February 28, 2019

Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2019, made by the undersigned grantor (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of August 25, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement (this "Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors 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 the Grantor or in which the Grantor has any rights:

(a) Marks of the Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

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

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks 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.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in

accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

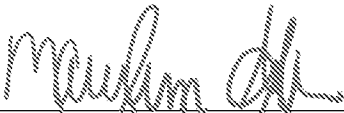
SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement (each as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, and this Trademark Security Agreement, the terms of ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, shall govern.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RUSSELL REID WASTE HAULING AND
DISPOSAL SERVICE CO. INC.

By: 
Name: Mary Ann Sigler
Title: Vice President, Treasurer and Secretary



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

By: Christine Trotter
Name: Christine Trotter
Title: Assistant Vice President

[Signature Page to Security Agreement Joinder (Second Lien)]

TRADEMARK
REEL: 006579 FRAME: 0472

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Russell Reid Waste Hauling and Disposal Service Co. Inc.	5127257	RUSSELL REID RESPONSIBLE WASTEWATER MANAGEMENT
Russell Reid Waste Hauling and Disposal Service Co. Inc.	5117876	RUSSELL REID RESPONSIBLE WASTEWATER MANAGEMENT
Russell Reid Waste Hauling and Disposal Service Co. Inc.	5117875	RR RUSSELL REID RESPONSIBLE WASTEWATER MANAGEMENT
Russell Reid Waste Hauling and Disposal Service Co. Inc.	3694022	RUSSELL REID MR. JOHN RR
Russell Reid Waste Hauling and Disposal Service Co. Inc.	3443245	RESPONSIBLE WASTE MANAGEMENT
Russell Reid Waste Hauling and Disposal Service Co. Inc.	2399802	MR. JOHN THE COMPLETE SOURCE FOR TEMPORARY RESTROOMS
Russell Reid Waste Hauling and Disposal Service Co. Inc.	2408327	GET PUMPED!
Russell Reid Waste Hauling and Disposal Service Co. Inc.	2245855	MR. JOHN
Russell Reid Waste Hauling and Disposal Service Co. Inc.	1904669	RUSSELL REID RESPONSIBLE WASTEWATER MANAGEMENT
Russell Reid Waste Hauling and Disposal Service Co. Inc.	1861207	RUSSELL REID RESPONSIBLE WASTEWATER MANAGEMENT
Russell Reid Waste Hauling and Disposal Service Co. Inc.	1861206	RUSSELL REID RESPONSIBLE WASTEWATER MANAGEMENT
Russell Reid Waste Hauling and Disposal Service Co. Inc.	1866758	SOIL SLEUTH

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Russell Reid Waste Hauling and Disposal Service Co. Inc.	87912297	RESPONSIBLE WASTE MANAGEMENT