

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFRAMARK, LLC		04/23/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	Middle Market Servicing, 10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5997500	INFRAMARK	
Registration Number:	5997501	INFRAMARK	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	tsinger@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	TYLER D. SINGER/JONES DAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 4:	CLEVELAND, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	080461-625067		
NAME OF SUBMITTER:	TYLER D. SINGER		
SIGNATURE:	/TYLER D. SINGER/		
DATE SIGNED:	04/23/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 23, 2020 (this "Trademark Security Agreement"), by and among the grantor listed on Schedule 1 hereto (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), pursuant to that certain Credit Agreement, dated as of June 30, 2017 (as hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Water Holdings Acquisition LLC, a Delaware limited liability company, Severn Trent Environmental Services LLC, a Texas limited liability company, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement dated as of June 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, the Grantor hereby agrees with the Lender 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 Administrative Agent, on behalf of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 2 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by the Grantor of a security interest therein would result in loss by the Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

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 Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been paid in full (as defined in the Credit 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.

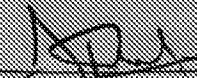
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed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

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Trademark Security Agreement as of the date first above written.

GRANTOR:

INFRAMARK, LLC

By: 
Name: John Frechody
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Kiefer Hotek

Title: Authorized Officer

NA1-1512560226

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006921 FRAME: 0678

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT


GRANTOR

NAME	ADDRESS
Inframark, LLC	220 Gibraltar Road, Suite 200, Horsham, PA 19044

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	Registration Number	Jurisdiction	Grantor
INFRAMARK	5997500	U.S.	Inframark, LLC
 INFRAMARK	5997501	U.S.	Inframark, LLC