

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keter Environmental Services, LLC (formerly known as Keter Environmental Services, Inc.)		10/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as collateral agent		
Street Address:	9062 Old Annapolis Road		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21045		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5326791	KETER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1111779-6948-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	10/29/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 29, 2021, by and among KETER ENVIRONMENTAL SERVICES, LLC, a Delaware limited liability company (formerly known as Keter Environmental Services, Inc., a Delaware corporation, the “Grantor”), and Wells Fargo Bank, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement, dated as of October 29, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor granted to the Secured Parties a security interest in certain Intellectual Property rights owned by the Grantor and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized 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 itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”), in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Trademark Collateral” (and any component definition thereof) shall not include any Excluded Asset.

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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are

expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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. The Lien granted hereunder shall be automatically released in the circumstances described in Section 7.12 of the Security Agreement and the Collateral Agent shall promptly take such actions and execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form or such other release documentation in form and substance reasonably satisfactory to such Grantor as the Grantor may reasonably request to release or reflect the release of the collateral pledge, grant, Lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The other terms of Sections 7.14-7.16 of the Security Agreement with respect to submission to jurisdiction, venue, waiver of jury trial and consent to service of process are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

SECTION 7. Recordation. The Grantor authorizes and requests that the USPTO or any other applicable Governmental Authority record this Trademark Security Agreement.

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

KETER ENVIRONMENTAL
SERVICES, LLC

By: Steven Schlüssel
Name: Steven Schlüssel
Title: President

COLLATERAL AGENT:

WELLS FARGO BANK, N.A.,

By:

Name:
Title:

A handwritten signature in black ink, appearing to read 'José M. Rodriguez', written over a horizontal line.

José M. Rodriguez
Vice President

Schedule I

Title	Owner	Issue Date	Registration Number
Keter KETER	Keter Environmental Services, LLC (f/k/a Keter Environmental Services, Inc.)	7-Nov-2017	5326791