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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM751023

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Yak Mat, LLC		08/24/2022	Limited Liability Company: MISSISSIPPI
BluRoc, LLC		08/24/2022	Limited Liability Company: MISSISSIPPI
New South Access and Environmental Solutions, LLC		08/24/2022	Limited Liability Company: MISSISSIPPI
Klein Parent, LLC		08/24/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Yak Holding I, LLC	
Street Address:	360 North Crescent Drive, South Bldg	
Internal Address:	c/o Platinum Equity	
City:	Beverly Hills	
State/Country:	CALIFORNIA	
Postal Code:	90210	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark	
Registration Number:	6511765	YAK MAT	
Registration Number:	6273157		
Registration Number:	6273156	BLUROC	
Registration Number:	5622606	NEW SOUTH ACCESS & ENVIRONMENTAL SOLUTIO	
Registration Number:	4101609	SURETRAK	
Registration Number:	6050649	EARTHSAFE	
Registration Number:	5886120		
Registration Number:	5569848		
Registration Number:	5579046	YAK MAT	
Registration Number:	5579078	YAK MAT	
Registration Number:	4155848		
Registration Number:	6217103	BLUROC	
Serial Number:	87797203	YAK MAT	
	•	TRADEMARK	

REEL: 007831 FRAME: 0367

900716020

Property Type	Number	Word Mark
Serial Number:	88799517	YAK TRAK

CORRESPONDENCE DATA

Fax Number: 2142207716

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: 2146617347

Email: sspainhour@velaw.com **Correspondent Name:** Shannon Spainhour

Address Line 1:2001 Ross Avenue, Suite 3900Address Line 2:c/o Vinson & Elkins L.L.P.

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Shannon Spainhour
SIGNATURE:	/Shannon Spainhour/
DATE SIGNED:	08/24/2022

Total Attachments: 6

source=05. Yak - (Platinum) Trademark Security Agreement #page1.tif source=05. Yak - (Platinum) Trademark Security Agreement #page2.tif source=05. Yak - (Platinum) Trademark Security Agreement #page3.tif source=05. Yak - (Platinum) Trademark Security Agreement #page4.tif source=05. Yak - (Platinum) Trademark Security Agreement #page5.tif source=05. Yak - (Platinum) Trademark Security Agreement #page6.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>"), dated as of August 24, 2022, made by each of the undersigned grantors (individually, a "<u>Grantor</u>", and, collectively, the "<u>Grantors</u>"), in favor of Yak Holding I, LLC in its capacity as Collateral Agent.

<u>WITNESSETH</u>:

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of August 24, 2022 (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 Grantors are required to execute and deliver 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 Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. Each 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 such Grantor:

- (a) Marks of such Grantor, including those listed on <u>Schedule I</u> attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("<u>PTO</u>") 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 (other than Excluded Collateral) (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 Grantors hereby acknowledge and affirm 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. <u>Termination</u>. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the

Grantors 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. <u>Counterparts</u>. 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. <u>Intercreditor Agreement</u>. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement and Pari Passu Intercreditor Agreement (each as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement, the Pari Passu Intercreditor Agreement, and this Trademark Security Agreement, the terms of the Intercreditor Agreement and Pari Passu Intercreditor Agreement, as applicable, shall govern.

[Signature page follows]

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IN WITNESS WHEREOF, each 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,

YAK MAT, LLC, as a Grantor

y: ______

Name: Jonathan Duhon
Title: Chief Executive Officer

BLUROC, LLC, as a Grantor

Bv:

Name: Jonathan Duhon

Title: Chief Executive Officer

NEW SOUTH ACCESS AND ENVIRONMENTAL SOLUTIONS, LLC, as a Grantor

Bv:

Name: Jonathan Duhon

Title: President and Chief Executive Officer

KLEIN PARENT, LLC, as a Grantor

D--

Name: Jonathan Duhon

Title: Authorized Signatory

REEL: 007831 FRAME: 0371

Accepted and Agreed to: YAK HOLDING I, LLC, as Collateral Agent

By: Name:

Mary Ann Sigler

Title:

President and Treasurer

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE I

to

FIRST LIEN TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	REGISTRATION NUMBER	TRADEMARK
Yak Mat, LLC	6511765	YAK
BluRoc, LLC	6273157	
BluRoc, LLC	6273156	###ROC
New South Access & Environmental Solutions, LLC	5622606	
New South Access & Environmental Solutions, LLC	4101609	SURETRAK
New South Access & Environmental Solutions, LLC	6050649	Earthsafe
Yak Mat, LLC	5886120	

[SCHEDULE I]

OWNER	REGISTRATION NUMBER	TRADEMARK
Yak Mat, LLC	5569848	
Yak Mat, LLC	5579046	YAK
Yak Mat, LLC	5579078	Yak Mat
Yak Mat, LLC	4155848	
BluRoc, LLC	6217103	BLUROC

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Yak Mat, LLC	87797203	YAK
Yak Mat, LLC	88799517	Yak Trak

[SCHEDULE I]

RECORDED: 08/24/2022