

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New South Access & Environmental Solutions, LLC		09/14/2022	Limited Liability Company: MISSISSIPPI
Yak Mat, LLC		09/14/2022	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6050649	EARTHSAFE	
Registration Number:	6511765	YAK MAT	
Registration Number:	5886120		
Serial Number:	88799517	YAK TRAK	
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:	Michael.Violet@wolterskluwer.com		
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:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	09/15/2022		

OP \$115.00 6050649

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):

1. New South Access & Environmental Solutions, LLC
Limited Liability Company - Mississippi, USA
2. Yak Mat, LLC
Limited Liability Company - Mississippi, USA

Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 14, 2022

Assignment Merger
 Security Agreement Change of Name
 Other Security Agreement (Second Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 101 N. Tryon Street

City: Charlotte

State: NC

Country: USA Zip: 28255

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank 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 attached Schedule I

B. Trademark Registration No.(s)
see attached 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: Doris Ka, Senior Paralegal - Intellectual Property

Internal Address: _____

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Docket Number: Yak Access (08061.2353)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 4

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: Doris Ka
Signature

September 14, 2022
Date

Doris Ka, Senior Paralegal - Intellectual Property
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 14, 2022, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of Bank of America, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, Yak Holding III, LLC, a Delaware limited liability company (“Holdings”) and Yak Access, LLC, a Mississippi limited liability company (the “Borrower”) have entered into the Second Lien Credit Agreement, dated as of July 11, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), with the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent.

WHEREAS, the Grantors are party to that certain Second Lien Security Agreement, dated as of July 11, 2018 (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 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 Grantors hereby agree 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. 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 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 (“USPTO”) 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 USPTO);

(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. Termination. 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. 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.

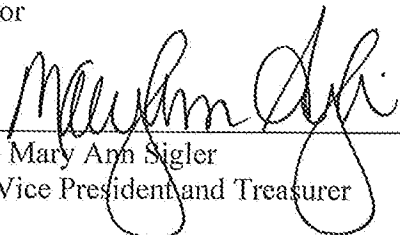

SECTION 7. Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

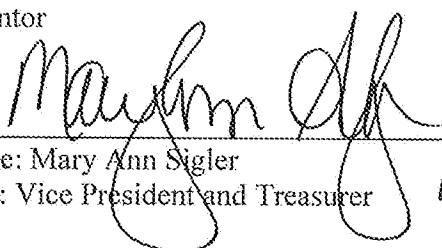

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

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

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

YAK MAT, LLC,
as a Grantor

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

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007850 FRAME: 0722

Accepted and Agreed:

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

By: 

Name:

Title:



Aamir Saleem Vice President
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{Signature Page to Second Lien Trademark Security Agreement}

TRADEMARK
REEL: 007850 FRAME: 0723

SCHEDULE I

TRADEMARKS

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	New South Access & Environmental Solutions, LLC	Earthsafe	88143569	10/04/2018	6050649	05/12/2020
2.	Yak Mat, LLC	YAK MAT & Design 	87983987	02/14/2018	6511765	10/05/2021
3.	Yak Mat, LLC	Design 	87797747	02/14/2018	5886120	10/15/2019

TRADEMARK APPLICATIONS

	Owner	Trademark	Serial No.	Filing Date
1.	Yak Mat, LLC	Yak Trak	88799517	02/16/2020