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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM781817

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Agent		01/19/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	EnviroServe Inc.	
Street Address:	901 W. Legacy Center Way	
City:	Midvale	
State/Country:	UTAH	
Postal Code:	84047	
Entity Type:	Corporation: OHIO	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	87378188	ENVIROSERVE	
Serial Number:	78166965	WEAVERTOWN	

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Rodney Boulware

Address Line 1: 1025 Connecticut Ave NW. Suite 712

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1887092	
NAME OF SUBMITTER:	Jonathan R. Larson	
SIGNATURE:	/Jonathan R. Larson/	
DATE SIGNED:	01/20/2023	

Total Attachments: 3

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TRADEMARK REEL: 007949 FRAME: 0566 source=NYO1-#2004829866-v1 Savage - TLB Refinancing - Trademark Release (Executed)#page4.tif

TRADEMARK REEL: 007949 FRAME: 0567

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 19, 2023 is made by Morgan Stanley Senior Funding, Inc. in its capacity as the collateral agent for the Secured Parties (the "Agent"), in favor of EnviroServe Inc., an Ohio corporation (the "Grantor).

WHEREAS, pursuant to that certain Security Agreement, dated as of September 17, 2021 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement"), made by the Grantor and the other grantors party thereto in favor of the Agent, the Grantor granted to the Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor and the other grantors party thereto executed and delivered a Trademark Security Agreement, dated as of September 17, 2021 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 17, 2021 at Reel 07424 Frame 0820;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release</u>. The Agent, without recourse, representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Trademark Collateral referred to on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement (the "<u>Disposed IP</u>"). If and to the extent that the Agent has acquired any right, title, or interest in and to the Disposed IP, the Agent, without recourse, representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor. The Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.
- 3. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, to more fully and effectively effectuate the purposes of this Release.
- 4. <u>Severability</u>. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.
- 5. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representatives as of the day and year first above written:

MORGAN STANLEY SENIOR FUNDING,

INC., as Agent

By: ______ Name: Lisa Hanson

Title: VP

SCHEDULE I

TRADEMARKS

Trademark Name	TM Country	Status	Registration No.	Owner
ENVIROSERVE	United States	Registered	87378188	Enviroserve Inc.
WEAVERTOWN	United States	Registered	78166965	Enviroserve Inc.

TRADEMARK REEL: 007949 FRAME: 0570

RECORDED: 01/20/2023