

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YAK MAT, LLC		03/10/2023	Limited Liability Company: MISSISSIPPI
BLUROC, LLC		03/10/2023	Limited Liability Company: MISSISSIPPI
NEW SOUTH ACCESS AND ENVIRONMENTAL SOLUTIONS, LLC		03/10/2023	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES		
Street Address:	900 WEST TRADE STREET SUITE 725		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	General Partnership: NEW YORK		
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:	97827428	YAK MAT	
Serial Number:	88799517	YAK TRAK	

CH \$365.00 6511765

CORRESPONDENCE DATA**Fax Number:** 2028874288*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:** 2028874000**Email:** mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com**Correspondent Name:** Mussie B Beyene**Address Line 1:** 2001 K Street N.W.**Address Line 4:** Washington DC, D.C. 20006**ATTORNEY DOCKET NUMBER:** 104328.0001**NAME OF SUBMITTER:** Mussie B Beyene**SIGNATURE:** /Mussie B Beyene/**DATE SIGNED:** 03/10/2023**Total Attachments: 7**

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, modified, supplemented, extended or renewed from time to time, this “Trademark Security Agreement”), dated as of March 10, 2023, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of Cantor Fitzgerald Securities, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Amended and Restated First Lien Security Agreement, dated as of March 10, 2023 (as amended, amended and restated, modified, supplemented, extended or renewed 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. 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 continuing security interest in all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) all Marks of such Grantor, including those listed on 0 attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) 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. 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 rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.

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.

SECTION 8. Collateral Agent. Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual capacity. In connection with its execution and acting hereunder, the Collateral Agent is entitled to all rights, privileges, protections, immunities and benefits provided to it under the Credit Agreement and the other Credit Documents. The parties hereto acknowledge that the Collateral Agent's duties do not include any discretionary authority, determination, control or responsibility with respect to any Credit Document or any Collateral, notwithstanding any rights or discretion that may be granted to the Collateral Agent in such Credit Document. The provisions of this Trademark Security Agreement, including, without limitation those provisions relating to the rights, duties, powers, privileges, protections and indemnification of the Collateral Agent shall apply with respect to any actions taken or not taken by the Administrative Agent under any Credit Documents.

[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,

YAK MAT, LLC, as a Grantor

By: 
Name: Jonathan Duhon
Title: Chief Executive Officer

BLUROC, LLC, as a Grantor

By: 
Name: Jonathan Duhon
Title: Chief Executive Officer

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

By: 
Name: Jonathan Duhon
Title: Chief Executive Officer

Accepted and Agreed:

Cantor Fitzgerald Securities,
as Collateral Agent

DocuSigned by:
By: James Buccola
Name: James Buccola
Title: Head of Fixed Income

Legal Reviewed

DS
MB

Michael Bennett
Assistant GC

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS




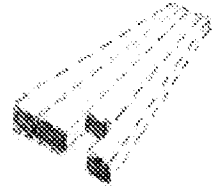
Trademark Registrations:

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

Schedule I


#4873-7510-0751v9

TRADEMARK
REEL: 008000 FRAME: 0597

Yak Mat, LLC	5886120	
Yak Mat, LLC	5569848	
Yak Mat, LLC	5579046	
Yak Mat, LLC	5579078	Yak Mat
Yak Mat, LLC ¹	4155848	
BluRoc, LLC	6217103	BLUROC

¹ This trademark is owned by Dixie Mat and Hardwood, Co. and is currently being licensed by Yak Mat, LLC through an undocumented license arrangement. The parties are in the process of completing the assignment of this trademark from Dixie Mat and Hardwood to Yak Mat.

Trademark Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Yak Mat, LLC	97827428	
Yak Mat, LLC	88799517	Yak Trak

Schedule I

#4873-7510-0751v9

RECORDED: 03/10/2023

**TRADEMARK
REEL: 008000 FRAME: 0599**