

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM793587

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Yak Mat, LLC		03/10/2023	Limited Liability Company: MISSISSIPPI
BluRoc, LLC		03/10/2023	Limited Liability Company: MISSISSIPPI
New South Access & Environmental Solutions, LLC		03/10/2023	Limited Liability Company: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FUNDING IV TRUST		
<b>Street Address:</b>	7255 WOODMONT AVE., SUITE 200		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6511765	YAK MAT	
<b>Registration Number:</b>	6273157		
<b>Registration Number:</b>	6273156	BLUROC	
<b>Registration Number:</b>	5622606	NEW SOUTH ACCESS & ENVIRONMENTAL SOLUTIO	
<b>Registration Number:</b>	4101609	SURETRAK	
<b>Registration Number:</b>	6050649	EARTHSAFE	
<b>Registration Number:</b>	5886120		
<b>Registration Number:</b>	5569848		
<b>Registration Number:</b>	5579046	YAK MAT	
<b>Registration Number:</b>	5579078	YAK MAT	
<b>Registration Number:</b>	4155848		
<b>Registration Number:</b>	6217103	BLUROC	
<b>Serial Number:</b>	97827428	YAK MAT	
<b>Serial Number:</b>	88799517	YAK TRAK	

CH \$365.00 6511765

**CORRESPONDENCE DATA****Fax Number:** 6175269899*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:** 617.526.9617**Email:** ypan@proskauer.com**Correspondent Name:** Abid Khalid**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place**Address Line 4:** Boston, MASSACHUSETTS 02110-2600**ATTORNEY DOCKET NUMBER:** 11964.529**NAME OF SUBMITTER:** Abid Khalid**SIGNATURE:** /Abid Khalid/**DATE SIGNED:** 03/10/2023**Total Attachments: 7**

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SENIOR REVOLVING LOAN TRADEMARK SECURITY AGREEMENT

This SENIOR REVOLVING LOAN 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 MidCap Funding IV Trust, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Senior Revolving Loan Security Agreement, dated as of March 10, 2023 (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. 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 (“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 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.

SECTION 8. Collateral Agent. MidCap Funding IV Trust 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:

**MIDCAP FUNDING IV TRUST,**  
as Collateral Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

**SCHEDULE I  
SENIOR REVOLVING LOAN TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
Yak Mat, LLC	6511765	10/5/2021	
BluRoc, LLC	6273157	2/16/2021	
BluRoc, LLC	6273156	2/16/2021	
New South Access & Environmental Solutions, LLC	5622606	12/4/2018	
New South Access & Environmental Solutions, LLC	4101609	2/21/2012	
New South Access & Environmental Solutions, LLC	6050649	5/12/2020	

Schedule I


Yak Mat, LLC	5886120	10/15/2019	
Yak Mat, LLC	5569848	9/25/2018	
Yak Mat, LLC	5579046	10/9/2018	
Yak Mat, LLC	5579078	10/9/2018	Yak Mat
Yak Mat, LLC <sup>1</sup>	4155848	6/5/2012	
BluRoc, LLC	6217103	12/8/2020	<b>BLUROC</b>

<sup>1</sup> 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.

Schedule I



**Trademark Applications:**

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>	<u>TRADEMARK</u>
Yak Mat, LLC	97827428	3/07/2023	
Yak Mat, LLC	88799517	2/16/2020	Yak Trak

Schedule I