

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WaterSignal, LLC		07/17/2023	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1700 Lincoln Street, 8th Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3987153	WATERSIGNAL	
Registration Number:	3934503	WATERSIGNAL	
CORRESPONDENCE DATA			
Fax Number:	2125086101		
<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:	(713) 221-3306		
Email:	docketing@bracewell.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	P.O. Box 61389		
Address Line 4:	Houston, TEXAS 77208		
NAME OF SUBMITTER:	Kenni E. Wilkinson		
SIGNATURE:	/Kenni E. Wilkinson/		
DATE SIGNED:	07/19/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 17, 2023 (this "Agreement") is made by and between WaterSignal, LLC, a Georgia limited liability company (the "Grantor"), and Wells Fargo Bank, National Association, as the lender (the "Lender"), for the ratable benefit of the Secured Parties (as defined in the Credit Agreement defined below). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement (as defined below), as applicable.

Preliminary Statement

A. Metron Farnier, LLC, a Colorado limited liability company ("MF"), and Metron Sustainable Services Inc., a Colorado corporation ("MSS"), and together with MF, each a "Borrower" and collectively, the "Borrowers") are parties to that certain Amended and Restated Credit Agreement, dated as of July 17, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Metron Farnier Holdings, LP, a Delaware limited partnership, as parent guarantor (the "Parent"), and Wells Fargo Bank, National Association, as the Lender.

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Borrowers, the Parent, and certain other Subsidiaries and Affiliates of the Parent grant to the Lender, for the ratable benefit of the Secured Parties, a lien on and security interest in all or substantially all of their assets, including any intellectual property, to secure the payment and performance in full of the Secured Obligations.

C. It is in the best interest of the Grantor, as a Wholly-Owned Subsidiary of MSS, to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from (i) the transactions contemplated by the Credit Agreement, (ii) the Secured Hedge Agreements, and (iii) the Secured Cash Management Agreements, and the Grantor is willing to execute, deliver and perform its obligations under this Agreement to secure the Secured Obligations.

D. The Grantor owns the trademarks, trademark registrations, and trademark applications listed on Schedule I (annexed hereto and by this reference incorporated herein) unless otherwise noted on Schedule I.

E. Pursuant to the terms of that certain Amended and Restated Pledge and Security Agreement dated as of July 17, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Credit Parties party thereto from time to time (the "Security Debtors") and the Lender for the ratable benefit of the Secured Parties, the Security Debtors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Trademark Collateral (as defined below), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

Section 1.1 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender for the ratable benefit of the Secured Parties a security interest in all of its right, title, and interest in, to, and under, all of the following, whether now owned or hereafter acquired by Grantor, and wherever located (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including without limitation those trademarks referred to in Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office (“USPTO”) or in any office or agency of the United States of America, or any state thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks” and each, a “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) above, and to the extent applicable clause (b) above;

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) above and, to the extent applicable, clause (b) above; and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Section 1.2 Notwithstanding anything to the contrary contained in Section 1.1 and other than to the extent set forth in this Section 1.2, the Excluded Trademark Collateral (as defined in the Security Agreement) shall be excluded from the lien and security interest granted hereunder; provided, however, (x) the exclusion from the Lien and security interest granted by the Grantor hereunder of the Excluded Trademark Collateral shall not limit, restrict or impair the grant by the Grantor of the Lien and security interest in any Receivable arising under any such Excluded Trademark Collateral or any payments due or to become due thereunder unless the conditions in effect which qualify such Property as Excluded Trademark Collateral applies with respect to such Receivable and (y) any proceeds received by the Grantor from the sale, transfer or other disposition of Excluded Trademark Collateral shall constitute Trademark Collateral unless the conditions in effect which qualify such Property as Excluded Trademark Collateral applies with respect to such proceeds.

Section 1.3 This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted hereunder with the USPTO. This security interest is granted in conjunction with the security interests granted to the Lender for the ratable benefit of the Secured Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender and the other Secured Parties with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an

executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

Section 1.4 THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION SET FORTH IN SECTIONS 7.13 AND 7.14 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

Section 1.5 The Grantor authorizes and requests that the USPTO and any other applicable government officer record this Agreement.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Secured Party and the Grantor have caused this Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTOR:

WATERSIGNAL, LLC

By: 

Name: Matthew Laird

Title: Chief Executive Officer

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Lender

By: Lacy Houston
Name: Lacy Houston
Title: Managing Director

Schedule I

Mark	Serial No. / Registration No./ Jurisdiction	Filing Date / Registration Date	Owner of record	Status
WATERSIGNAL	85/092,891 3,987,153 United States	July 26, 2010 June 28, 2011	WaterSignal, LLC	Registered Renewal Due: 06/30/2031
WATERSIGNAL	85/092,909 3,934,503 United States	July 26, 2010 March 22, 2011	WaterSignal, LLC	Registered Renewal Due: 03/24/2031
<i>WaterSignal</i>	N/A N/A United States	N/A N/A	N/A	Unregistered