

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waste Harmonics, LLC		09/26/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as collateral agent		
Street Address:	9062 Old Annapolis Road		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21045		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6964907	CONTELLIGENT	
Registration Number:	5797062	WASTE HARMONICS	
Registration Number:	5797063	IWASTE BY WASTE HARMONICS	
Registration Number:	5791659	EC2GO POWERED BY WASTE HARMONICS	
Registration Number:	5797064	WASTE HARMONICS SIMPLIFY CONSOLIDATE	
Registration Number:	6289598	ONEPLUS SYSTEMS	
Registration Number:	5353659	ONEPLUS	
Registration Number:	5353660		
Registration Number:	5361601	SMARTBIN	
Registration Number:	5561489	INTERNET OF TRASH	
Registration Number:	5041452	IWASTE	
Registration Number:	4259030		
Registration Number:	4259031		
Registration Number:	4254865	TALISMARK	
Registration Number:	3328672	WP	
Registration Number:	3351081	WASTE PROFESSIONALS	
Registration Number:	2298218	TRASHPASS	
Registration Number:	1848132	WASTE GUARD	
Registration Number:	1695256	WASTE EDGE	

CH \$490.00 6964907

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: 2136207848**Email:** iprecordations@whitecase.com**Correspondent Name:** Justine Lu/White & Case LLP**Address Line 1:** 555 South Flower Street, Suite 2700**Address Line 4:** Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1111779-6948-S216
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NAME OF SUBMITTER:	Justine Lu
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SIGNATURE:	/Justine Lu/
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DATE SIGNED:	09/29/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 26, 2023, by and among WASTE HARMONICS, LLC, a Delaware limited liability company (the “Grantor”), and Wells Fargo Bank, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement, dated as of October 29, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor granted to the Secured Parties a security interest in certain Intellectual Property rights owned by the Grantor and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized 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. The Grantor hereby pledges and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”), in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Trademark Collateral” (and any component definition thereof) shall not include any Excluded Asset.

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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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. The Liens granted hereunder shall be automatically released in the circumstances described in Section 7.12 of the Security Agreement and the Collateral Agent shall promptly take such actions and execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form or such other release documentation in form and substance reasonably satisfactory to such Grantor as the Grantor may reasonably request to release or reflect the release of the collateral pledge, grant, Lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the

party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

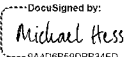
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The other terms of Sections 7.14 through 7.16 of the Security Agreement with respect to submission to jurisdiction, venue, waiver of jury trial and consent to service of process are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

SECTION 7. Recordation. The Grantor authorizes and requests that the USPTO or any other applicable Governmental Authority record this Trademark Security Agreement

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

WASTE HARMONICS, LLC

By:  _____
Name: Michael Hess
Title: Executive Chairman

COLLATERAL AGENT:

WELLS FARGO BANK, N.A., as Collateral Agent

By: Computershare Trust Company, N.A., as agent



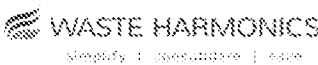



By:



Name: *Anthony Tasciolo*

Title: *VP*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS:

Trademark	Registration No.	Registration Date	Owner
CONTELLIGENT	6964907	1/24/2023	Waste Harmonics, LLC
WASTE HARMONICS	5797062	7/9/2019	Waste Harmonics, LLC
IWASTE BY WASTE HARMONICS 	5797063	7/9/2019	Waste Harmonics, LLC
EC2GO POWERED BY WASTE HARMONICS 	5791659	7/2/2019	Waste Harmonics, LLC
WASTE HARMONICS SIMPLIFY CONSOLIDATE SAVE 	5797064	7/9/2019	Waste Harmonics, LLC
ONEPLUS SYSTEMS	6289598	3/9/2021	Waste Harmonics, LLC
ONEPLUS 	5353659	12/12/2017	Waste Harmonics, LLC
Design Only 	5353660	12/12/2017	Waste Harmonics, LLC
SMARTBIN	5361601	12/19/2017	Waste Harmonics, LLC
INTERNET OF TRASH	5561489	9/11/2018	Waste Harmonics, LLC
IWASTE	5041452	9/13/2016	Waste Harmonics, LLC
Design Only 	4259030	12/11/2012	Waste Harmonics, LLC
Design Only 	4259031	12/11/2012	Waste Harmonics, LLC
TALISMARK	4254865	12/4/2012	Waste Harmonics, LLC

Trademark	Registration No.	Registration Date	Owner
WP 	3328672	11/6/2007	Waste Harmonics, LLC
WASTE PROFESSIONALS	3351081	12/11/2007	Waste Harmonics, LLC
TRASHPASS	2298218	12/7/1999	Waste Harmonics, LLC
WASTE GUARD	1848132	8/2/1994	Waste Harmonics, LLC
WASTE EDGE 	1695256	6/16/1992	Waste Harmonics, LLC

UNITED STATES TRADEMARK APPLICATIONS:

None.