

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI101587

| | | | |
|-----------------------------------|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CANTOR FITZGERALD SECURITIES | | 03/15/2024 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Company Name: | YAK MAT, LLC | | |
| Street Address: | 2438 Highway 98 East | | |
| City: | Columbia | | |
| State/Country: | MISSISSIPPI | | |
| Postal Code: | 39429 | | |
| Entity Type: | Limited Liability Company: MISSISSIPPI | | |
| Company Name: | BLUROC, LLC | | |
| Street Address: | 2438 Highway 98 East | | |
| City: | Columbia | | |
| State/Country: | MISSISSIPPI | | |
| Postal Code: | 39429 | | |
| Entity Type: | Limited Liability Company: MISSISSIPPI | | |
| Company Name: | NEW SOUTH ACCESS & ENVIRONMENTAL SOLUTIONS, LLC | | |
| Street Address: | 2438 Highway 98 East | | |
| City: | Columbia | | |
| State/Country: | MISSISSIPPI | | |
| Postal Code: | 39429 | | |
| Entity Type: | Limited Liability Company: MISSISSIPPI | | |
| 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 SOLUTIONS | |
| Registration Number: | 4101609 | SURETRAK | |
| Registration Number: | 6050649 | EARTHSAFE | |
| Registration Number: | 5886120 | | |

OP \$365.00.00 87983987

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| 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 |

CORRESPONDENCE DATA

Fax Number: 2125584229
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: 2125584229
Email: demarcor@sullcrom.com
Correspondent Name: Mr. Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 4: New York, NEW YORK 10004

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 020509/00067 |
| NAME OF SUBMITTER: | Raffaele DeMarco |
| SIGNATURE: | Raffaele DeMarco |
| DATE SIGNED: | 03/18/2024 |

Total Attachments: 5
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OMNIBUS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Omnibus Termination and Release of Security Interest in Trademarks, dated as of March 15, 2024 (“Release”), is made by CANTOR FITZGERALD SECURITIES, in its capacity as Collateral Agent (the “Agent”), in favor of YAK MAT, LLC, a Mississippi limited liability company, BLUROC, LLC, a Mississippi limited liability company and NEW SOUTH ACCESS & ENVIRONMENTAL SOLUTIONS, LLC, a Mississippi limited liability company (each, a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to that certain First Lien Term Loan Credit Agreement, dated as of March 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and that certain Amended and Restated First Lien Security Agreement, dated as of March 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the grantors party thereto (including the Grantors) and the Agent, the Grantors granted to the Agent, for the benefit of the Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantors, and agreed as a condition thereof to execute the Trademark Security Agreement (as defined below) for recording with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, that certain First Lien Trademark Security Agreement, dated as of March 10, 2023, by and between the Grantors and the Agent (the “Trademark Security Agreement”) was recorded with the USPTO on March 10, 2023 at Reel/Frame 8000/0591;

WHEREAS, that certain Master Assignment of Liens, dated as of March 10, 2023, was entered into by and among the credit parties party thereto, the predecessor agent party thereto and the Agent (the “Master Assignment Agreement”), pursuant to which (i) that certain First Lien Trademark Security Agreement, dated as of September 14, 2022, made by Yak Mat, LLC and New South Access & Environmental Solutions, LLC, as Grantors, in favor of JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent, originally recorded with the USPTO on September 14, 2022 at Reel/Frame 7847/0039 was assigned to the Agent and recorded with the USPTO on March 10, 2023 at Reel/Frame 8000/0575 and (ii) that certain First Lien Trademark Security Agreement, dated as of July 11, 2018, made by Yak Mat, LLC, BluRoc, LLC and New South Access & Environmental Solutions, LLC, as Grantors, in favor of JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent, originally recorded with the United States Patent and Trademark Office on July 11, 2018 at Reel/Frame 6401/0645 was assigned to the Agent and recorded with the USPTO on March 10, 2023 at Reel/Frame 8000/0567;

WHEREAS, as confirmed through that certain Payoff Letter, dated as of the date hereof, all obligations of the Grantors under the Credit Agreement have been satisfied in full and, in connection therewith, the Grantors have requested that the Agent terminate and release its security interest in and to all of the right, title and interest of the Grantors in, to and under the Trademark Collateral; and

WHEREAS, the Grantors have requested the Agent provide a document suitable for recording in the USPTO to evidence the release of the Agent’s security interest in the Trademark Collateral as herein provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Creditors, and the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement, Trademark Security Agreement or the Master Assignment Agreement, as applicable.

SECTION 2. Termination and Release. The Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Creditors, without representation, warranty, or recourse of any kind, hereby:

(a) unconditionally terminates, cancels, discharges, and releases all of its security interest in and to, and the right to set off against the Trademark Collateral, including each Trademark listed on Schedule A attached hereto, granted pursuant to the Security Agreement, the Trademark Security Agreement or the Master Assignment Agreement, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, the Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Creditors, without representation or warranty of any kind, hereby unconditionally re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantors.

(b) authorizes the recordation of this Release with the USPTO, if the Trademark Security Agreement or the Master Assignment Agreement is recorded with the USPTO.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts reasonably requested by the Grantors, at the Grantors' expense, as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 5. Disclaimer. Cantor Fitzgerald Securities is entering into this Release solely in its capacity as Collateral Agent under the Credit Agreement, Trademark Security Agreement and Master Assignment Agreement and not in its individual capacity. Any representation, undertaking or agreement herein made on the part of the Agent is made and intended not as a personal representation, undertaking and agreement by Cantor Fitzgerald Securities and under no circumstances shall Cantor Fitzgerald Securities be personally liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Agent hereunder. In connection with its execution and acting hereunder, the Agent is entitled to all rights, privileges, protections, immunities, indemnities and benefits provided to it under the Credit Agreement and the other Credit Documents.

[Signatures on following page]

IN WITNESS WHEREOF, the Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Creditors, has caused this Omnibus Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

CANTOR FITZGERALD SECURITIES



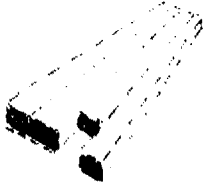
DocuSigned by:
By: Ryan Yeh
Name: 555DBDF4BB5544B Ryan Yeh
Title: Assistant General Counsel

[Signature Page to Release of Security Interest in Trademarks]


TRADEMARK
REEL: 008376 FRAME: 0020

Schedule A
 Trademark Registrations:

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>TRADEMARK</u> |
|---|----------------------------|---|
| Yak Mat, LLC | 6511765 |  |
| BluRoc, LLC | 6273157 |  |
| BluRoc, LLC | 6273156 | BLUROC |
| New South Access & Environmental Solutions, LLC | 5622606 |  |
| New South Access & Environmental Solutions, LLC | 4101609 | SURETRAK |
| New South Access & Environmental Solutions, LLC | 6050649 | Earthsafe |
| Yak Mat, LLC | 5886120 |  |

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>TRADEMARK</u> |
|--------------|----------------------------|---|
| Yak Mat, LLC | 5569848 |  |
| Yak Mat, LLC | 5579046 |  |
| Yak Mat, LLC | 5579078 | Yak Mat |
| Yak Mat, LLC | 4155848 |  |
| BluRoc, LLC | 6217103 | BLUROC |

Trademark Applications:

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