

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI117435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/21/2024	National Banking Association: UNITED STATES
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:	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: 4			
Property Type	Number	Word Mark	
Serial Number:	88143569	EARTHSAFE	
Serial Number:	87983987	YAK MAT	
Serial Number:	87797747		
Serial Number:	88799517	YAK TRAK	
CORRESPONDENCE DATA			
Fax Number:	2125584229		
<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:	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		

OP \$115.00.00 88143569

ATTORNEY DOCKET NUMBER:	020509/00067
NAME OF SUBMITTER:	Raffaele DeMarco
SIGNATURE:	Raffaele DeMarco
DATE SIGNED:	03/25/2024

Total Attachments: 3

source=Yak Access - 2L Release of Security Interest in Trademarks (BOA)#page1.tif

source=Yak Access - 2L Release of Security Interest in Trademarks (BOA)#page2.tif

source=Yak Access - 2L Release of Security Interest in Trademarks (BOA)#page3.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 21, 2024 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of Yak Mat, LLC and New South Access & Environmental Solutions, LLC (collectively, the “Grantors”, and each a “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of July 11, 2018, by and among the Agent, each Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), each Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of September 14, 2022 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

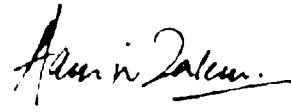
WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 15, 2022 at Reel/Frame 7850/0717;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to each Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its
capacity as Collateral Agent for the Lenders

A handwritten signature in black ink that reads "Aamir Saleem". The signature is written in a cursive style with a horizontal line at the end.


By: _____

Name: Aamir Saleem
Title: Vice President

Schedule A

United States Trademark Registrations and Trademark Applications

Trademark Registrations:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	New South Access & Environmental Solutions, LLC	Earthsafe	88143569	10/04/2018	6050649	05/12/2020
2.	Yak Mat, LLC	YAK MAT & Design 	87983987	02/14/2018	6511765	10/05/2021
3.	Yak Mat, LLC	Design 	87797747	02/14/2018	5886120	10/15/2019

Trademark Applications:

	Owner	Trademark	Serial No.	Filing Date
1.	Yak Mat, LLC	Yak Trak	88799517	02/16/2020