

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI174135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVIRONMENTAL TECHNOLOGY, INC.		04/17/2024	Corporation: ARIZONA
RECEIVING PARTY DATA			
Company Name:	Cerberus Business Finance Agency, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76602388	EN TECH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8602402755		
Email:	derek.wayne@morganlewis.com		
Correspondent Name:	Derek Wayne		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	One State Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Derek Wayne		
SIGNATURE:	Derek Wayne		
DATE SIGNED:	04/18/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Assignment**”) is made as of this 17th day of April, 2024, by the Assignor listed on the signature pages hereof (the “**Assignor**”), in favor of **CERBERUS BUSINESS FINANCE AGENCY, LLC**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of July 16, 2021 (as amended by the First Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of May 9, 2022, the Second Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of September 30, 2022, the Third Amendment and Waiver to Revolving Credit, Term Loan and Security Agreement, dated as of February 23, 2023, the Early Opt-In Election and Conforming Change Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of May 12, 2023, the Fourth Amendment and Waiver to Revolving Credit, Term Loan and Security Agreement, dated as of March 27, 2024 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, and including all joinders thereto, the “**Credit Agreement**”), by and among EIS Intermediate Holding, LLC, a Delaware limited liability company (“**Parent Holdco**”), EIS Operating Enterprises, LLC, a Delaware limited liability company (“**EIS Operating Enterprises**”), 1 Priority Acquisition, LLC, a Delaware limited liability company (“**1 Priority Acquisition**”), ESA Acquisition, LLC, a Delaware limited liability company (“**ESA Acquisition**”), Snyder Acquisition, LLC, a Delaware limited liability company (“**Snyder Acquisition**”), Simpson Acquisition, LLC, a Delaware limited liability company (“**Simpson Acquisition**”), Potomac Abatement Acquisition, LLC, a Delaware limited liability company (“**Potomac Acquisition**”), 1 Priority Environmental Services, LLC, a Texas limited liability company (“**1 Priority Environmental**”), Earth Services & Abatement, LLC, a Colorado limited liability company (“**Earth Services**”), Snyder Environmental & Construction, LLC, a Texas limited liability company (“**Snyder Environmental**”), Simpson Environmental Services, LLC, a Florida limited liability company (“**Simpson Environmental**”), Potomac Abatement, LLC, a Maryland limited liability company (“**Potomac Abatement**”), Advanced Environmental Technologies, LLC, a Florida limited liability company (“**AET**”), Horizon Environmental Services LLC, a Florida limited liability company (“**HES**”), Advanced Scale Company, LLC, a Florida limited liability company (“**ASC**”), Advanced Engineering Services LLC, a Georgia limited liability company (“**AES**”), One Source Solutions, LLC, a Florida limited liability company (“**OSS**”), AET Acquisition, LLC, a Delaware limited liability company (“**AET Buyer**”), Eagle Environmental Consulting, LLC, a Colorado limited liability company (“**Eagle**”), Eagle Equipment LLC, a Colorado limited liability company (“**Eagle Equipment**”), EEC Acquisition I, LLC, a Delaware limited liability company (“**Eagle Buyer**” and together with EIS Operating Enterprises, 1 Priority Acquisition, ESA Acquisition, Snyder Acquisition, Simpson Acquisition, Potomac Acquisition, 1 Priority Environmental, Earth Services, Snyder Environmental, Simpson Environmental, Potomac Abatement, EIS Operating Enterprises, AET, HES, ASC, AES, OSS, AET Buyer, Eagle, Eagle Equipment and each other Person from time to time joined as a party thereto as a “**Borrower**” in accordance with the terms thereof, and all of their respective permitted successors and assigns, the “**Borrowers**”, and each a “**Borrower**”), each Subsidiary of Parent Holdco from time to time party thereto as a “**Guarantor**” (together with Parent Holdco, each a “**Guarantor**” and collectively, the “**Guarantors**”), the financial institutions which are now or which hereafter become a party thereto (collectively, the

“Lenders” and each individually, a “Lender”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Assignor is required to execute and deliver to Agent, for the benefit of the Lenders, this Assignment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** The Assignor hereby grants to Agent, for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of the Assignor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wheresoever located (collectively, the “**Trademark Collateral**”):

(a) all of the Assignor’s trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

provided however that the term “Trademark Collateral” shall be subject in all respects to the provisos set forth at the end of the definition of “Collateral” in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

3. **Security For Obligations.** This Assignment and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Assignment secures the payment of all amounts which constitute part of the Obligations and would be owed by the Assignor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Assignor.

4. **Credit Agreement.** The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. In the event that any provision of this Assignment is

deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Assignment or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. Construction. Unless the context of this Assignment or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Assignment or any Other Document refer to this Assignment or such Other Document, as the case may be, as a whole and not to any particular provision of this Assignment or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Assignment unless otherwise specified. Any reference in this Assignment or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ASSIGNOR:

ENVIRONMENTAL TECHNOLOGY, INC., an
Arizona corporation

By: *Chad Gunter*
Signer ID: HOHRTB4H10...

Name: Chad Gunter

Title: President

AGENT:

**CERBERUS BUSINESS FINANCE AGENCY,
LLC**



By: _____

Name: Daniel E .Wolf

Title: Senior Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Registered Trademarks					
Country	Owner	Trademark	Registration Number	Serial Number	Registration Date
USA	Environmental Technology, Inc.	EN TECH	3190454	76602388	January 2, 2007