

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328071

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|---|------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Alpine Disposal, Inc. | | 12/30/2014 | CORPORATION: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | Alcentra Capital Corporation | | |
| Street Address: | 200 Park Avenue | | |
| Internal Address: | 7th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10166 | | |
| Entity Type: | CORPORATION: MARYLAND | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3426057 | ALTOGETHER RECYCLING | |
| Serial Number: | 86424709 | ALPINE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3134968454 | | |
| <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: | 3134967912 | | |
| Email: | berger@millercanfield.com | | |
| Correspondent Name: | Kimberly A. Berger | | |
| Address Line 1: | 150 West Jefferson | | |
| Address Line 2: | Suite 2500 | | |
| Address Line 4: | Detroit, MICHIGAN 48226 | | |
| NAME OF SUBMITTER: | Kimberly A. Berger | | |
| SIGNATURE: | /Kimberly A. Berger/ | | |
| DATE SIGNED: | 01/06/2015 | | |
| Total Attachments: 3 | | | |
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| source=Trademark Security Agreement - Alpine_Alcentra - Executed-c#page2.tif | | | |
| source=Trademark Security Agreement - Alpine_Alcentra - Executed-c#page3.tif | | | |

CH \$65.00 3426057

GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, Alpine Disposal, Inc., a Colorado corporation (“Grantor”) grants to Alcentra Capital Corporation, a Maryland corporation with its principal place of business at 200 Park Avenue, 7th Floor, New York, NY 10166 (“Secured Party”) a security interest and all of Grantor’s right, title and interest in and to the following, whether existing now or later, or in which Grantor now has or later acquires an interest, and wherever the same may be located (“Trademark Collateral”):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the “Trademarks”) described on Exhibit A.
2. All proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term “Proceeds” includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement dated December 30, 2014, as amended and/or supplemented (“Security Agreement”) made by Grantor, Mountain States Packaging, LLC, Five Part Development, LLC, Alpine Equipment Finance, LLC (collectively with the Grantor, the “Borrowers”), and Secured Party for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

Notwithstanding any provision to the contrary contained herein, all terms and provisions of this Agreement are subject to the terms of that certain Intercreditor Agreement, dated as of the date hereof, by and between the Secured Party and Comerica Bank and acknowledged by the Borrowers (the “Intercreditor Agreement”). In the event of any conflict between the terms of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Page Follows]

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of December
30, 2014.

Grantor:

ALPINE DISPOSAL, INC.

By: 

Name: Alek M. Orloff

Its: Chief Financial Officer

Schedule A to Grant of Security Interest in Trademarks

| Trademark | App/Reg. # | Ownership of Record | Security Interest |
|-----------------------------------|------------|-----------------------|-------------------|
| Altogether Recycling | 3426057 | Alpine Disposal, Inc. | None recorded |
| Bear logo with "Alpine" within | 86424709 | Alpine Disposal, Inc. | None recorded |