TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM425508

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUESTAR SOLUTIONS, LLC		04/28/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION	
Street Address:	245 Park Avenue, 44th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10167	
Entity Type:	Corporation: MARYLAND	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3356246	QUESTAR
Registration Number:	3356248	QUESTAR
Registration Number:	3436030	QUESTAR LABPACKER

CORRESPONDENCE DATA

7147558290 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.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th fl

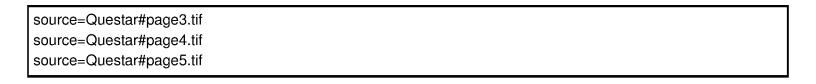
Address Line 2: (040896-0067)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	040896-0067
NAME OF SUBMITTER:	Adam Kummins
SIGNATURE:	/Adam Kummins/
DATE SIGNED:	04/28/2017

Total Attachments: 5 source=Questar#page1.tif source=Questar#page2.tif

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of April 28, 2017 (this "<u>Agreement</u>"), among QUESTAR SOLUTIONS, LLC (the "<u>Grantor</u>") and ARES CAPITAL CORPORATION, as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) the Second Lien Credit Agreement dated as of April 28, 2017 (this "Agreement"), among JANUS CONTAINER SERVICES INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Initial Holdings"), JANUS CONTAINER SERVICES MERGER SUB HOLDINGS, INC., a Delaware corporation (the "Merger Sub"), to be merged with and into ICSH PARENT, INC., a Delaware corporation (the "Company"), the LENDERS party hereto and ARES CAPITAL CORPORATION, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of April 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, Merger Sub, the Company, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in <u>Section 1.01(b)</u> of the Collateral Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to and under the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto (the "<u>Trademark Collateral</u>").

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Termination</u>. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. <u>Intercreditor Agreements</u>. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the

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exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

QUESTAR SOLUTIONS, LLC, as Grantor,

Name: Joseph Scarano

Title:

Chief Financial Officer

SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

ARES CAPITAL CORPORATION, as Collateral Agent

By:

Name: Title:

Scott Lem Authorized Signatory

Schedule I

U.S. TRADEMARK REGISTRATIONS

	<u>Mark</u>	Owner	Serial/Registrati on Number	Filing/Registration n Date
1.	QUESTAR	Questar Solutions, LLC	Serial No. 78/860,983 Reg. No. 3,356,246	Filing Date 4/13/2006 Reg. Date 12/18/2007
2.	QUEST % R	Questar Solutions, LLC	Serial No. 78/862,994 Reg. No. 3,356,248	Filing Date 4/17/2006 Reg. Date 12/18/2007
3.	Questair LabPacker	Questar Solutions, LLC	Serial No. 78/863,413 Reg. No. 3,436,030	Filing Date 4/18/2006 Reg. Date 5/27/2008

U.S. TRADEMARK APPLICATIONS

None.

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RECORDED: 04/28/2017