

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM425707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Industrial Container Services, LLC		04/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2130241	DRUMTECH	
Registration Number:	2125386	DRUMTECH	
Registration Number:	5153908	SOLUTIONS TO CONTAIN YOUR WORLD	
Serial Number:	86866406	ICS INDUSTRIAL CONTAINER SERVICES	
Registration Number:	5140135	ICS QUALITY + PLUS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F169893 ICS		
NAME OF SUBMITTER:	Alan Delaney		
SIGNATURE:	/Alan Delaney/		
DATE SIGNED:	05/01/2017		

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Total Attachments: 4

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of April 28, 2017 (this “Agreement”), among INDUSTRIAL CONTAINER SERVICES, LLC (the “Grantor”) and GOLDMAN SACHS BANK USA, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First 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 GOLDMAN SACHS BANK USA, as Administrative Agent and as Collateral Agent and (b) the First 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 and the Issuing Banks 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 and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. 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 Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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 “Security Interest”) 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 “Trademark Collateral”).

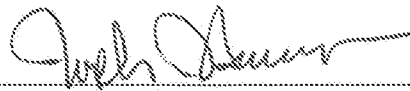
SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and 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. Termination. 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. Counterparts. 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.

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

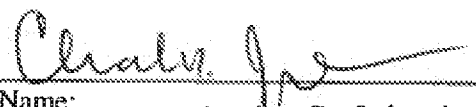
INDUSTRIAL CONTAINER SERVICES,
LLC, as Grantor,

By: 

Name: Joseph Scarano



Title: Chief Financial Officer

GOLDMAN SACHS BANK USA, as Collateral
Agent,

By: 
Name: _____
Title: **Charles D. Johnston**
Authorized Signatory

Schedule I

U.S. TRADEMARK REGISTRATIONS

	<u>Mark</u>	<u>Owner</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
1.	DRUMTECH	Industrial Container Services, LLC	Serial No. 75/204,366 Reg. No. 2,130,241	Filing Date 11/26/1996 Reg. Date 1/20/1998
2.		Industrial Container Services, LLC	Serial No. 75/204,365 Reg. No. 2,125,386	Filing Date 11/26/1996 Reg. Date 12/30/1997
3.		Industrial Container Services, LLC	Serial No. 86/866,409 Reg. No. 5,140,135	Filing Date 1/5/2016 Reg. Date 2/14/2017
4.	SOLUTIONS TO CONTAIN YOUR WORLD	Industrial Container Services, LLC	Serial No. 86/866,408 Reg. No. 5,153,908	Filing Date 1/5/2016 Reg. Date 3/7/2017

U.S. TRADEMARK APPLICATIONS

	<u>Mark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Filing/Registration Date</u>
1.	 INDUSTRIAL CONTAINER SERVICES	Industrial Container Services, LLC	Serial No. 86/866,406	Filing Date 1/5/2016