

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430346

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MILESTONE ENVIRONMENTAL SERVICES, LLC		06/02/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RIVERSTONE CREDIT PARTNERS - DIRECT, L.P.		
<b>Street Address:</b>	712 Fifth Avenue, 36th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5106286	MILESTONE ENVIRONMENTAL SERVICES	
<b>Registration Number:</b>	5177389	FAR AHEAD. ALWAYS NEARBY.	
<b>Registration Number:</b>	5106328	MILESTONE ENVIRONMENTAL SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	056855-0007.		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	06/07/2017		
<b>Total Attachments: 6</b>			
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## **IP AND TRADEMARK SECURITY AGREEMENT**

THIS IP AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 2, 2017, is entered into by MILESTONE ENVIRONMENTAL SERVICES, LLC, a Delaware limited liability corporation ("Grantor"), and RIVERSTONE CREDIT PARTNERS - DIRECT, L.P., in its capacity as administrative agent (the "Administrative Agent") for the Lenders (as defined in the Credit Agreement (defined below)).

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Credit Agreement dated as of June 2, 2017, among Grantor, Milestone Environmental Services, LLC, a Delaware limited liability company (the "Borrower"), IC ADS Holdings, LLC, a Delaware limited liability company (the "Parent"), the Administrative Agent and the other lenders party thereto from time to time (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the "Credit Agreement") or that certain Security Agreement dated as of the date hereof among Grantor, the other "Grantors" party thereto and the Administrative Agent (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is required to grant a security interest to the Administrative Agent, for the benefit of the Secured Parties, in all of Grantor's Intellectual Property, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the Intellectual Property Collateral listed on Schedule I and the trademarks, registrations and applications listed on Schedule II hereto (collectively, the "Secured Collateral").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

### Grant of Security Interest.

Grantor hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Collateral, including all applications, registrations and renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

### Termination of Security Interest.

Upon the Termination Date and as otherwise provided in Section 2.3 of the Security Agreement, subject to the Security Agreement, the Administrative Agent shall, at

Grantor's sole cost and expense, upon the written request of the Grantor (which written request, if pursuant to Section 2.3 of the Security Agreement, shall include a certification by the Grantor stating that such event or transaction is in compliance with the Credit Agreement and the other Loan Documents), take such actions (including execution of releases, termination statements and other discharges) as is reasonably requested by Grantor to terminate and release the security interests created hereby.

Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify or supplement this Agreement by amending or supplementing Schedule I and Schedule II hereto to include reference to any right, title or interest in any trademarks currently owned by Grantor or any trademarks acquired or developed by Grantor after the execution hereof.

Governing Law.

**THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**MILESTONE ENVIRONMENTAL SERVICES,  
LLC**

By:   
Name: Gabriel Rio  
Title: President and Chief Executive Officer

[Signature Page]

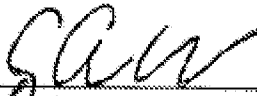
IP and Trademark Security Agreement

**TRADEMARK**  
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**RIVERSTONE CREDIT PARTNERS - DIRECT, L.P.,**  
as the Administrative Agent

By: RCP F2 GP, L.P., its general partner

By: RCP F1 GP,L.L.C., its general partner

By:   
Name: Christopher Abbate  
Title: Manager

[Signature Page]

IP and Trademark Security Agreement

**TRADEMARK**  
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SCHEDULE I  
INTELLECTUAL PROPERTY COLLATERAL

Item A. Patent Collateral.

Issued Patents

Country	Serial No.	Issued Date	Inventor(s)	Title
N/A	N/A	N/A	N/A	N/A

Pending Patent Applications

Country	Serial No.	Filing Date	Inventor(s)	Title
<b>United States</b>	<b>62367816</b>	<b>July 28, 2016</b>	<b>Mark Blackwell, Steve Bills, Jason Larchar</b>	<b>Drilled Cuttings Injection Disposal System and Method</b>

[Schedules]  
IP AND TRADEMARK SECURITY AGREEMENT

SCHEDULE II  
TRADEMARKS

**Trademarks, Service Marks, Trademark Licenses**

Serial Number 86790089  
Filing Date October 16, 2015  
Registration 5106286  
Owner (REGISTRANT) MILESTONE ENVIRONMENTAL SERVICES, LLC  
Word Mark MILESTONE ENVIRONMENTAL SERVICES

Serial Number 86809070  
Filing Date November 4, 2015  
Registration 5177389  
Owner (APPLICANT) MILESTONE ENVIRONMENTAL SERVICES, LLC  
Word Mark: FAR AHEAD. ALWAYS NEARBY.

Word Mark FAR AHEAD. ALWAYS NEARBY  
Serial Number 86809074  
Filing Date November 4, 2015  
Registration 5106328  
Owner (REGISTRANT) MILESTONE ENVIRONMENTAL SERVICES, LLC  
Design Mark MILESTONE ENVIRONMENTAL SERVICES

[Schedules]  
IP AND TRADEMARK SECURITY AGREEMENT