

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioHiTech Global, Inc.		02/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MICHAELSON CAPITAL SPECIAL FINANCE FUND II, L.P.		
Street Address:	509 MADISON AVENUE		
Internal Address:	Suite 2210		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5264000	BIOHITECH	
CORRESPONDENCE DATA			
Fax Number:	2155686603		
<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:	(215)5694769		
Email:	bfuller@Klehr.com		
Correspondent Name:	Benjamin Fuller		
Address Line 1:	1835 Market Street		
Address Line 2:	Suite 1400		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Benjamin E. Fuller		
SIGNATURE:	/Benjamin E. Fuller/		
DATE SIGNED:	02/12/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Intellectual Property Security Agreement**”) is entered into as of February 2, 2018 by and among BioHiTech Global, Inc., a Delaware corporation (“**BHT Global**”), BHT Financial, LLC, a Delaware limited liability company, BioHiTech America, LLC, a Delaware limited liability company, BioHiTech Europe, LTD., a United Kingdom private limited company, E.N.A. Renewables, LLC, a Delaware limited liability company, and New Windsor Resource Recovery, LLC, a Delaware limited liability company (together with BHT Global, collectively, jointly and severally referred to and obligated hereunder as, “**Borrowers**” and each a “**Borrower**”), and MICHAELSON CAPITAL SPECIAL FINANCE FUND II, L.P., a Delaware limited partnership (“**Purchaser**”)

RECITALS

A. Purchaser has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers in the amounts and manner set forth in that certain Note Purchase and Security Agreement by and between Purchaser and Borrowers dated as of even date hereof (as the same may be amended, modified or supplemented from time to time, the “**NPA**”; capitalized terms used herein are used as defined in the NPA).

B. Purchaser is willing to extend and to continue to extend financial accommodations to Borrowers, but only upon the condition, among others, that Borrowers shall grant to Purchaser a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the NPA.

C. Pursuant to the terms of the NPA, Borrowers have granted to Purchaser a security interest and Lien upon all of Borrowers’ personal property, tangible or intangible, and whether now owned or later acquired, or in which it now has or at any time in the future may acquire any right, title, or interest.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the NPA and all other agreements now existing or hereafter arising between Borrowers and Purchaser, each of the Borrowers hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the NPA and under any other agreement now existing or hereafter arising between Purchaser and Borrowers, each Borrower grants and pledges to Purchaser a security interest in all of the respective Borrower’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and license agreements listed on Exhibits A, B, C and D hereto), and all derivatives and improvements thereof, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto

throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Purchaser under the NPA. The rights and remedies of Purchaser with respect to the security interest granted hereby are in addition to those set forth in the NPA and the other NPA Documents, and those which are now or hereafter available to Purchaser as a matter of law or equity. Each right, power and remedy of Purchaser provided for herein or in the NPA or any of the NPA Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Purchaser of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the NPA or any of the other NPA Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Purchaser, of any or all other rights, powers or remedies.

Borrowers represent and warrant that Exhibits A, B, C, and D attached hereto set forth any and all intellectual property rights in connection to which Borrowers have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

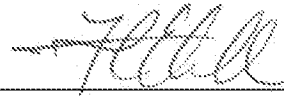
BORROWERS:

Address of Borrowers:

BioHiTech Global, Inc.
80 Schoolhouse Road
Chestnut Ridge, New York 18977

**BIOHITECH GLOBAL, INC.
BHT FINANCIAL, LLC
BIOHITECH AMERICA, LLC
BIOHITECH EUROPE, PLC LTD.
E.N.A. RENEWABLES, LLC
NEW WINDSOR RESOURCE RECOVERY,
LLC**

By:



Name: Frank E. Celli

Title: Chief Executive Officer

PURCHASER:

Address of Purchaser:

c/o Michaelson Capital Partners, LLC
509 Madison Avenue, Suite 2210
New York, New York 10022
Attn: Vincent S. Capone, Esq., President
and General Counsel

**MICHAELSON CAPITAL SPECIAL
FINANCE FUND II, L.P.**

By: Michaelson Capital
SFFII, LLC, its
Investment Advisor

By:

Name: John C. Michaelson

Title: Chief Investment Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWERS:

Address of Borrowers:

BioHiTech Global, Inc.
80 Schoolhouse Road
Chestnut Ridge, New York 18977

**BIOHITECH GLOBAL, INC.
BHT FINANCIAL, LLC
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BIOHITECH EUROPE, PLC
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NEW WINDSOR RESOURCE RECOVERY,
LLC**

By: _____

Name: Frank E. Celli
Title: Chief Executive Officer

PURCHASER:

Address of Purchaser:

c/o Michaelson Capital Partners, LLC
509 Madison Avenue, Suite 2210
New York, New York 10022
Attn: Vincent S. Capone, Esq., President
and General Counsel

**MICHAELSON CAPITAL SPECIAL
FINANCE FUND II, L.P.**

By: Michaelson Capital
SFFII, LLC, its
Investment Advisor

By: _____

Name: John C. Michaelson
Title: Chief Investment Officer

EXHIBIT A
COPYRIGHTS

NONE.

EXHIBIT B

PATENTS / PATENT APPLICATIONS

No.	Country / Jurisdiction	Application Number	File Date / Application Date	Title	Inventors	Applicant/ Assignee	Patent #	Status
1	US	14/595,530	Jan 13, 2015	NETWORK CONNECTED WEIGHT TRACKING SYSTEM FOR A WASTE DISPOSAL MACHINE	Frank E. Celli, Robert Joyce, William Kratzler, Ryan Bohn	BIOHITTECH AMERICA	NA	Published / Pending
2	CA	CA2935990A	Jan 13, 2015	NETWORK CONNECTED WEIGHT TRACKING SYSTEM FOR A WASTE DISPOSAL MACHINE	Frank E. Celli, Robert Joyce, William Kratzler, Ryan Bohn	BIOHITTECH AMERICA	NA	Published / Pending
3	EP	EP2015737795A	Jan 13, 2015	NETWORK CONNECTED WEIGHT TRACKING SYSTEM FOR A WASTE DISPOSAL MACHINE	Frank E. Celli, Robert Joyce, William Kratzler, Ryan Bohn	BIOHITTECH AMERICA	NA	Published / Pending
4	WO	WO2015US1135A	Jan 13, 2015	NETWORK CONNECTED WEIGHT TRACKING SYSTEM FOR A WASTE DISPOSAL MACHINE	Frank E. Celli, Robert Joyce, William Kratzler, Ryan Bohn	BIOHITTECH AMERICA	NA	Expired

**EXHIBIT C
TRADEMARKS**

MARK	REG. NO.	FILE DATE	REG. DATE	GOODS/SERVICE	STATUS
BioHiTech	87219424	October 28, 2016	August 15, 2017	IC 042. US 100 101. G & S: Cloud computing featuring software for use in reporting and analytics in waste management; Computer software development, computer programming and maintenance of computer software for waste equipment.	LIVE

EXHIBIT D

LICENSE AGREEMENTS

1. Fully Paid Technology License for use of the HEBIOT technology from Estorga West Virginia, LLC.

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TRADEMARK

REEL: 006271 FRAME: 0219

RECORDED: 02/12/2018