

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environmental Solutions, Inc. d/b/a Somerset Environmental Solutions Inc.		02/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5157312	MAELSTROM OXIDIZER	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	038507-0670		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/07/2018		
Total Attachments: 8			
source=Jefferies - Somerset - ES USA IPSA (US Borrower LSA) Executed#page1.tif			
source=Jefferies - Somerset - ES USA IPSA (US Borrower LSA) Executed#page2.tif			
source=Jefferies - Somerset - ES USA IPSA (US Borrower LSA) Executed#page3.tif			
source=Jefferies - Somerset - ES USA IPSA (US Borrower LSA) Executed#page4.tif			

OP \$40.00 5157312

source=Jefferies - Somerset - ES USA IPSA (US Borrower LSA) Executed#page5.tif

source=Jefferies - Somerset - ES USA IPSA (US Borrower LSA) Executed#page6.tif

source=Jefferies - Somerset - ES USA IPSA (US Borrower LSA) Executed#page7.tif

source=Jefferies - Somerset - ES USA IPSA (US Borrower LSA) Executed#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of February 26, 2018, is made by ENVIRONMENTAL SOLUTIONS, INC., a Delaware corporation (“Grantor”), in favor of JEFFERIES FINANCE LLC, in its capacity as administrative and collateral agent (“Agent”), for the Lenders (as defined below) under the Loan Agreement referred to below.

RECITALS

A. WHEREAS, the Grantor has entered into that certain Loan and Security Agreement (the “Loan Agreement”; capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement), dated as of the date hereof, by and among Somerset Coal International, Inc., a Delaware corporation, as borrower, Grantor, as guarantor, the lenders party thereto from time to time (the “Lenders”), and Agent.

B. WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Reserved;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the goodwill connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights from Grantor to a third party to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other U.S. or foreign government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

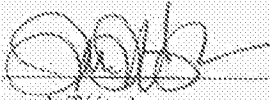
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

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

GRANTOR:

ENVIRONMENTAL SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: Jeff Hayden
Title: President

AGENT:

JEFFERIES FINANCE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

AGENT:

JEFFERIES FINANCE LLC,
a Delaware limited liability company


By: 
Name: Adam Klepack
Title: Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Country	Serial No.	Filed	Patent No.	Issued	Status	Owner
Apparatus And Method For Aerating Wastewater	PCT	PCT/US17/25726	4/3/2017			Pending	Somerset Environmental Solutions Inc. (d/b/a name of Environmental Solutions, Inc.)
Apparatus For Aerating Wastewater From Pressurized Or Gravity Flow Sources	US	09/141,977	8/28/1998	6,033,562	3/7/2000	Issued	Somerset Environmental Solutions Inc. (d/b/a name of Environmental Solutions, Inc.) ¹

¹ Name of owner to be corrected at the USPTO to "Somerset Environmental Solutions, Inc."

EXHIBIT C

Trademarks

Mark	Country	Serial No.	Filed	Reg. No.	Reg. Date	Status	Owner
MAELSTROM OXIDIZER	US	86831658	11/25/2015	5157312	3/7/2017	Registered	Somerset Environmental Solutions Inc. (d/b/a name of Environmental Solutions, Inc.) ²

² Name of owner to be corrected at the USPTO to "Somerset Environmental Solutions, Inc."

EXHIBIT D

Mask Works

None.