

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILESTONE ENVIRONMENTAL SERVICES, LLC		04/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RIVERSTONE CREDIT MANAGEMENT LLC		
Street Address:	712 Fifth Avenue, 36th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5106286	MILESTONE ENVIRONMENTAL SERVICES	
Registration Number:	5177389	FAR AHEAD. ALWAYS NEARBY.	
Registration Number:	5106328	MILESTONE ENVIRONMENTAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	056855-0007		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	05/08/2018		
Total Attachments: 6			

OP \$90.00 5106286

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IP AND TRADEMARK SECURITY AGREEMENT

THIS IP AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 30, 2018, is entered into by MILESTONE ENVIRONMENTAL SERVICES, LLC, a Delaware limited liability corporation (“Grantor”), and RIVERSTONE CREDIT MANAGEMENT LLC, 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 April 30, 2018, among Grantor, 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.

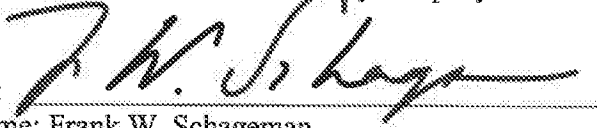
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature 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, a Delaware limited liability company**

By: 

Name: Frank W. Schageman
Title: Chief Financial Officer

[Signature Page]

IP AND TRADEMARK SECURITY AGREEMENT

**TRADEMARK
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RIVERSTONE CREDIT MANAGEMENT LLC,
as Administrative Agent

By: Riverstone Equity Partners LP, its sole member

By: Riverstone Holdings LLC, its general partner

By:  _____

Name: Peter Haskopoulos

Title: Authorized Signatory

[Signature Page]

IP AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006366 FRAME: 0225

SCHEDULE I

INTELLECTUAL PROPERTY COLLATERAL

Item A. Patent Collateral.

Issued Patents

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

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
United States	15596580	May 16, 2017	Milestone Environmental Services, LLC	Drilling fluid disposal injection system and method
United States	15662991	July 28, 2017	Milestone Environmental Services, LLC	Drilling fluid disposal injection system and method

[Schedules]

IP AND TRADEMARK SECURITY AGREEMENT

SCHEDULE II

TRADEMARKS

□ Trademarks, Service Marks, Trademark Licenses

Serial Number: 86790089

Filing Date: October 16, 2015

Registration Number: 5106286

Owner (REGISTRANT): MILESTONE ENVIRONMENTAL SERVICES, LLC

Word Mark: MILESTONE ENVIRONMENTAL SERVICES

Serial Number: 86809070

Filing Date: November 4, 2015

Registration Number: 5177389

Owner (APPLICANT): MILESTONE ENVIRONMENTAL SERVICES, LLC

Word Mark: FAR AHEAD. ALWAYS NEARBY.

Serial Number: 86809074

Filing Date: November 4, 2015

Registration Number: 5106328

Owner (REGISTRANT): MILESTONE ENVIRONMENTAL SERVICES, LLC

Design Mark: MILESTONE ENVIRONMENTAL SERVICES 

[Schedules]

IP AND TRADEMARK SECURITY AGREEMENT

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RECORDED: 05/08/2018

TRADEMARK
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