

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM490016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		08/24/2018	Bank: DELAWARE
RECEIVING PARTY DATA			
Name:	Industrial Container Services, LLC		
Street Address:	2400 Maitland Center Parkway		
Internal Address:	Suite 107		
City:	Maitland		
State/Country:	FLORIDA		
Postal Code:	32751		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2130241	DRUMTECH	
Registration Number:	2125386	DRUMTECH	
Registration Number:	5140135	ICS QUALITY + PLUS	
Registration Number:	5153908	SOLUTIONS TO CONTAIN YOUR WORLD	
Serial Number:	86866406	ICS INDUSTRIAL CONTAINER SERVICES	
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:	F179343 TM REL ICS		
NAME OF SUBMITTER:	Rick Harrison		
SIGNATURE:	/Rick Harrison/		
DATE SIGNED:	09/14/2018		

OP \$140.00 2130241

Total Attachments: 5

source=#91277097v1 - (Trademark Release ICS sent for filing)#page2.tif

source=#91277097v1 - (Trademark Release ICS sent for filing)#page3.tif

source=#91277097v1 - (Trademark Release ICS sent for filing)#page4.tif

source=#91277097v1 - (Trademark Release ICS sent for filing)#page5.tif

source=#91277097v1 - (Trademark Release ICS sent for filing)#page6.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Termination and Release of Security Interest in Trademark Rights, dated as of August 24, 2018 (the “Trademark Security Release”), is made by Goldman Sachs Bank USA as the Collateral Agent for the several banks and other financial institutions (the “Lenders”) party to the Existing Credit Agreement (as defined below) (in such capacity, the “Collateral Agent”), in favor of Industrial Container Services, LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, the Grantor entered into that certain First Lien Credit Agreement dated as of April 28, 2017, by and among Janus Container Services Intermediate Holdings, LLC, a Delaware limited liability company, Janus Container Services Merger Sub Holdings, Inc., a Delaware corporation, to be merged with and into Icsh Parent, Inc., a Delaware corporation (the “Company”), the Lenders party thereto and Goldman Sachs Bank USA, as Administrative Agent and as Collateral Agent, pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the “Existing Credit Agreement”);

WHEREAS, in connection with the Existing Credit Agreement, the Grantor and certain other subsidiaries of the Company executed and delivered a Collateral Agreement dated as of April 28, 2017, among the Grantor (as defined therein), and Goldman Sachs Bank USA, as collateral agent for the Lenders, in favor of Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in certain Intellectual Property, including, without limitation, the Trademarks listed on Schedule 1 hereto (collectively, the “Trademark Collateral”);

WHEREAS, in connection with the Collateral Agreement, the Grantor executed and delivered that certain First Lien Trademark Security Agreement dated as of April 28, 2017 made by and between the Grantor and the Collateral Agent (the “Trademark Security Agreement”) for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 01, 2017 on Reel/Frame 6045/0949;

WHEREAS, the Loan Document Obligations (as defined in the Existing Credit Agreement) secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Collateral Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Grantor.

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

1. Unless otherwise defined herein or the context requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Existing Credit Agreement and the Collateral Agreement.

2. The Collateral Agent hereby releases, terminates, cancels and discharges to the Grantor (a) any and all of the Collateral Agent's continuing security interest in, right of setoff against and Lien on, and (b) the Grantor's agreement to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default, in each case, the Trademark Collateral. The Collateral Agent re-assigns, re-transfers and re-conveys to Grantor any and all other right, title or interest of any kind or nature the Collateral Agent may have in, to or under, the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 hereto.

3. The Collateral Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement. At Grantor's expense, the Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement. The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the this Trademark Security Release.

4. This Trademark Security Release may be executed in any number of 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 agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

GOLDMAN SACHS BANK USA, in its
capacity as Collateral Agent

By: 

Name:

Title:

Joshua Desai
Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

INDUSTRIAL CONTAINER SERVICES,
LLC, in its capacity as Grantor

By: 

Name: Alan Johansen



Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006443 FRAME: 0778

SCHEDULE 1

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, LLC	Serial No. 86/866,406	Filing Date 1/5/2016