

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERSTATE WASTE SERVICES HOLDING CO., INC.		01/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VIRTUS GROUP, LP		
Street Address:	3300 N. Interstate 35		
Internal Address:	Suite 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78705		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4065436	INTERSTATE IWS	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.515067		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	01/16/2020		
Total Attachments: 5			

OP \$40.00 4065436

source=GSO_IWS - Trademark Security Agreement [EXECUTED]#page1.tif
source=GSO_IWS - Trademark Security Agreement [EXECUTED]#page2.tif
source=GSO_IWS - Trademark Security Agreement [EXECUTED]#page3.tif
source=GSO_IWS - Trademark Security Agreement [EXECUTED]#page4.tif
source=GSO_IWS - Trademark Security Agreement [EXECUTED]#page5.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 16, 2020 (this “**Trademark Security Agreement**”), by Interstate Waste Services Holding Co., Inc., a Delaware corporation (the “**Grantor**”), in favor of Virtus Group, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among The Action Environmental Group, Inc., a Delaware corporation (the “**Borrower**”), Interstate Waste Services, Inc., a Delaware corporation (“**Holdings**”), certain subsidiaries of Holdings from time to time party thereto, the lenders party thereto (the “**Lenders**”), Comerica Bank, as revolving loan sub-agent for the Revolving Lenders and the Issuing Bank, and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor: Trademark of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark made and granted hereby are more fully set forth in the Credit Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Termination. Upon the termination of the Credit Agreement in accordance with Section 13.2 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark under this Trademark Security Agreement.

Execution Version

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 12.3 and 15.1 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

**INTERSTATE WASTE SERVICES HOLDING
CO., INC., a Delaware corporation**

By: _____

Name: Ronald S. Bergamini

Title: Chief Executive Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK

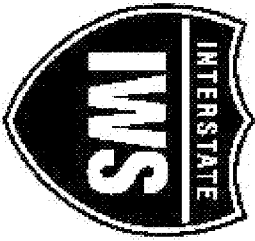
REEL: 006839 FRAME: 0366

VIRTUS GROUP, LP,
as Administrative Agent

By: [Handwritten Signature]
Name:
Title: SNK DIR

[Signature Page to Trademark Security Agreement]

**Schedule I
Trademark Registrations**

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO./REG. NO.</i>	<i>FILING DATE/REG. DATE</i>
	Interstate Waste Services Holding Co., Inc.	85000773 / 4065436	03/29/2010 / 12/06/2011

TRADEMARK

REEL: 006839 FRAME: 0368

RECORDED: 01/16/2020