

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569765

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Milestone Environmental Services, LLC		03/24/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5106286	MILESTONE ENVIRONMENTAL SERVICES	
<b>Registration Number:</b>	5177389	FAR AHEAD. ALWAYS NEARBY.	
<b>Registration Number:</b>	5106328	MILESTONE ENVIRONMENTAL SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			
<b>Phone:</b>	212-390-4147		
<b>Email:</b>	amanda.cirella@kirkland.com		
<b>Correspondent Name:</b>	Amanda Cirella (Paralegal)		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	16704-101		
<b>NAME OF SUBMITTER:</b>	Amanda Cirella		
<b>SIGNATURE:</b>	//Amanda Cirella//		
<b>DATE SIGNED:</b>	03/31/2020		
<b>Total Attachments: 6</b>			

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of March 24, 2020, is entered into by Milestone Environmental Services, LLC, a Delaware limited liability company (“Grantor”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, 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 (i) that certain Credit Agreement dated as of July 30, 2019, among Milestone Environmental Services, LLC, as Borrower, IC ADS Holdings, LLC, as Parent, the Administrative Agent and the other lenders party thereto from time to time (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) or (ii) that certain Security Agreement dated as of July 30, 2019 among Grantor, the other “Grantors” party thereto and the Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Intellectual Property Security Agreement dated as of July 30, 2019 (as amended or otherwise modified from time to time prior to the date hereof, the “Existing IP Security Agreement”).

WHEREAS, the Grantor and the Administrative Agent desire to amend and restate the Existing IP Security Agreement in its entirety in the form of this 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 Collateral, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the patents, patent applications, Trademarks, registered copyrights and exclusive copyright licenses set forth on Schedule I 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:

1. 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.

2. 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 and the Administrative Agent shall be entitled to conclusively rely on such certification without further inquiry), 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.

3. 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 (acting at the written direction of the Lead Lender) may modify or supplement this Agreement by amending or supplementing Schedule I 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.

4. Recordation. The Grantor authorizes and requests that the Commissioner for Copyrights, the Commissioner of Patents and Trademarks, and any other applicable government officer, as applicable, record this Intellectual Property Security Agreement.

5. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

6. 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.

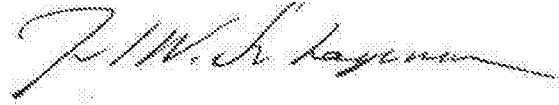
7. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart 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 handwritten signature in black ink, appearing to read "F. W. Schageman", written over a horizontal line.

By: \_\_\_\_\_

Name: Frank W. Schageman

Title: Chief Financial Officer

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
as Administrative Agent

By:

*Annmarie Warren*

Name: Annmarie Warren

Title: Banking Officer

SCHEDULE I

INTELLECTUAL PROPERTY COLLATERAL

Patents

Issued Patents

<u>Country</u>	<u>Serial No.</u>	<u>Issued Date</u>	<u>Owner(s)</u>	<u>Title</u>
United States	10,132,140 B2	Nov. 20, 2018	Milestone Environmental Services, LLC	Drilling fluid disposal injection system and method
United States	10,180,036 B2	Jan. 15, 2019	Milestone Environmental Services, LLC	Drilling fluid disposal injection system and method

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner(s)</u>	<u>Title</u>
United States	16/387,207	April 17, 2019	Milestone Environmental Services, LLC as assignee	Drilling fluid disposal injection system and method
United States	16/517,381	July 19, 2019	Milestone Environmental Services, LLC as assignee	Receiving pit and trench for a drilling fluid disposal system
United States	62/882,793	August 5, 2019	Milestone Environmental Services, LLC as assignee	Drying pad with polymer-augmented soil barrier
United States	62/953,296	December 24, 2019	Milestone Environmental Services, LLC as assignee	Parallel shaker assembly for drilling fluid waste disposal

Patent Applications in Preparation

None.

Trademarks

Trademark Registrations and Applications

<u>Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Word Mark</u>
Milestone Environmental Services, LLC	86790089	October 16, 2015	5106286	Milestone Environmental Services
Milestone Environmental Services, LLC	86809070	November 4, 2015	5177389	Far Ahead. Always Nearby.
Milestone Environmental Services	86809074	November 4, 2015	5106328	Milestone Environmental Services

Copyrights and Exclusive Copyright Licenses

Registered Copyrights and Exclusive Copyright Licenses

None.