

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milestone Environmental Services, LLC		10/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5106328	MILESTONE ENVIRONMENTAL SERVICES	
Registration Number:	5106286	MILESTONE ENVIRONMENTAL SERVICES	
Registration Number:	5177389	FAR AHEAD. ALWAYS NEARBY.	
Registration Number:	6919959	CLEAN UP ENERGY	
Registration Number:	6919961	CLEANING UP ENERGY	
Registration Number:	7159028	MILESTONE CARBON	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	trademarks@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-2194		
NAME OF SUBMITTER:	Scott Kareff (014951-2194)		
SIGNATURE:	/EC FOR SK/		

CH \$165.00 5106328

DATE SIGNED:	10/02/2023
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Total Attachments: 4

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ASSIGNMENT FOR SECURITY - TRADEMARKS

October 2, 2023

WHEREAS, Milestone Environmental Services, LLC, a Delaware limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated October 2, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein having the respective meanings assigned to them in the Security Agreement or the Financing Agreement (as defined in the Security Agreement), as applicable), in favor of Cerberus Business Finance Agency, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, in all cases to the extent constituting Collateral (as defined in the Security Agreement) (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does under this assignment (this "Assignment") hereby pledge and grants to the Assignee, for the benefit of the Assignee and the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

ASSIGNOR:

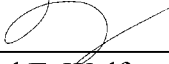
MILESTONE ENVIRONMENTAL SERVICES, LLC

By:  _____

Name: Gabriel Rio

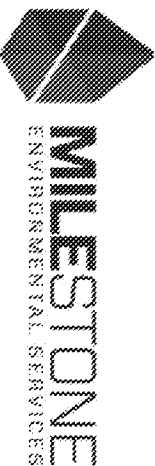
Title: President and Chief Executive Officer

**CERBERUS BUSINESS FINANCE AGENCY,
LLC,**
as Collateral Agent

By: 
Name: Daniel E. Wolf
Title: Senior Managing Director

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks

<u>Owner(s)</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Milestone Environmental Services, LLC		86809074	11/04/2015	5106328	12/20/2016
Milestone Environmental Services, LLC	Milestone Environmental Services	86790089	10/16/2015	5106286	12/20/2016
Milestone Environmental Services, LLC	Far Ahead. Always Nearby.	86809070	11/04/2015	5177389	04/04/2017
Milestone Environmental Services, LLC	CLEAN UP ENERGY	90/832,534	07/16/2021	6919959	12/06/2022
Milestone Environmental Services, LLC	CLEANING UP ENERGY	90/836,237	07/19/2021	6919961	12/06/2022
Milestone Environmental Services, LLC	MILESTONE CARBON	97328172	03/24/2022	7159028	09/05/2023