

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interstate Waste Services Holding Co.		04/29/2022	Corporation: DELAWARE
The Action Environmental Group, Inc.		04/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Trust Company		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4065436	INTERSTATE IWS	
Registration Number:	6295348	ACTION CARTING	
Registration Number:	6588740	APEX	
Registration Number:	6588736	APEX ENVIRONMENTAL LLC	
Registration Number:	6588732	DART	
Registration Number:	6590465	BRI BRIDGEWATER RESOURCES, INC.	
Registration Number:	6590464	BRI	
Registration Number:	6590463	BRI	
Registration Number:	6590462	BRI BRIDGEWATER RESOURCES, INC.	
Serial Number:	90348209	ACTION CARTING ENVIRONMENTAL SVC. INC.	
Serial Number:	90227217	ACTION ENVIRONMENTAL SERVICES	
Serial Number:	90227242	ACTION ENVIRONMENTAL SERVICES	
Serial Number:	90501734	DART DOREMUS AVENUE RECYCLING & TRANSFER	
Serial Number:	90501608	DART DOREMUS AVENUE RECYCLING & TRANSFER	
Serial Number:	90227193	INTERSTATE WASTE SERVICES	
CORRESPONDENCE DATA			

OP \$390.00 4065436

Fax Number: 7045032622

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.

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
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NAME OF SUBMITTER:	Moira Sheehan
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SIGNATURE:	/Moira Sheehan/
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DATE SIGNED:	04/29/2022
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Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **Amended and Restated Trademark Security Agreement** (the “**A/R Trademark Security Agreement**”), is made as of April 29, 2022 by Interstate Waste Services Holding Co., Inc., a Delaware corporation (“**Holdings**”) and The Action Environmental Group, Inc., a Delaware corporation (the “**Borrower**”) (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of Delaware Trust Company, 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, (i) each Grantor is party to that certain Credit and Security Agreement dated as of January 16, 2020, as amended by the First Amendment to Credit and Security Agreement, dated as of May 11, 2020, as amended by the Second Amendment to Credit and Security Agreement, dated as of April 6, 2021, as amended by the Third Amendment to Credit and Security Agreement, dated as of October 29, 2021, as amended by the Fourth Amendment to Credit and Security Agreement, dated as of December 31, 2021, as amended by the Fifth Amendment to Credit and Security Agreement, dated as of March 31, 2022, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among 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 Virtus Group, LP, in its capacity as administrative agent and collateral agent (the “**Retiring Agent**”), pursuant to which the Grantors are required to execute and deliver this A/R Trademark Security Agreement and (ii) Holdings is party to that certain Trademark Security Agreement, dated as of January 16, 2020, favor of the Retiring Agent (the “**Trademark Security Agreement**”);

NOW, THEREFORE, in consideration of the premises and in accordance with the requirements of the Credit Agreement, the Grantors hereby agree 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 Grantors hereby pledge and grant to the Administrative Agent for the benefit of the Lenders a lien on and security interest in and to all of such Grantor’s right, title and interest in, to and under all the following Collateral of such Grantor, whether now owned or existing or hereafter acquired, developed, created or arising and wherever located: Trademarks of such Grantor are listed on Schedule I attached hereto.

SECTION 3. Assignment of Security Interest in Trademark Collateral. For good and valuable consideration, the receipt of which is hereby acknowledged, the Retiring Agent, hereby assigns to the Administrative Agent, all of the Retiring Agent’s right, title and interest in any and to all claims, rights and causes of action the Retiring Agent may have against any Grantor, as they relate to the trademark registrations and trademark applications pursuant to the Trademark Security

Agreement, recorded on January 16, 2020 at Reel 6839, Frame 0362, by Holdings in favor of the Retiring Agent.

SECTION 4. The Credit Agreement. The security interest granted pursuant to this A/R Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 A/R Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 5. Termination. Upon the termination of the Credit Agreement in accordance with Section 13.2 thereof, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the liens on and security interests in the Trademarks under this A/R Trademark Security Agreement.

SECTION 6. Counterparts. This A/R 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 A/R 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 A/R Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this A/R Trademark Security Agreement.

SECTION 7. 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.**

By: _____

Name: Brian Giambagno
Title: Chief Financial Officer

**THE ACTION ENVIRONMENTAL
GROUP, INC.**

By: _____

Name: Brian Giambagno
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
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VIRTUS GROUP, LP,
as Retiring Agent

By: Rocket Partners Holdings, LLC, General
Partner

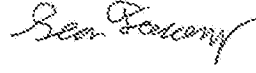


By: _____

Name: Lisa Baltagi

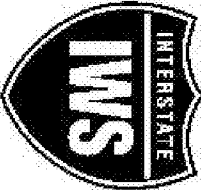


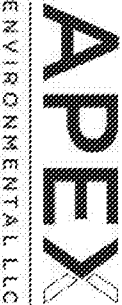
Title: Authorized Signatory

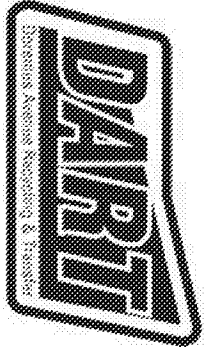
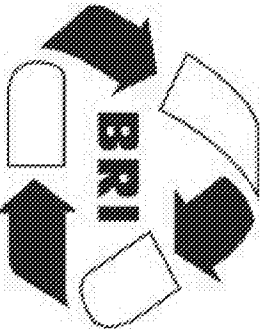
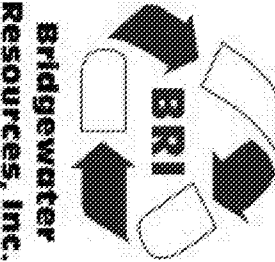
DELAWARE TRUST COMPANY,
as Administrative Agent



By: _____
Name: Sean Foronjy
Title: Vice President

**Schedule I
Trademark Registrations**

Trademark	Owner	Reg. No. / Serial No.	Reg. Date / Filing Date
	Interstate Waste Services Holding Co., Inc.	Reg. No. 4065436 Serial No. 85000773	12/06/2011 03/29/2010
ACTION CARTING	The Action Environmental Group, Inc.	Reg. No. 6295348 Serial No. 90230230	03/16/2021 10/01/2020
 ACTION ENVIRONMENTAL SERVICES	The Action Environmental Group, Inc.	Serial No. 90348209	11/30/2020
ACTION ENVIRONMENTAL SERVICES	The Action Environmental Group, Inc.	Serial No. 90227217	09/30/2020
	The Action Environmental Group, Inc.	Serial No. 90227242	09/30/2020
APEX	The Action Environmental Group, Inc.	Reg. No. 6588740 Serial No. 90501672	12/14/2021 02/01/2021
	The Action Environmental Group, Inc.	Reg. No. 6588736 Serial No. 90501653	12/14/2021 02/01/2021
DART	The Action Environmental Group, Inc.	Reg. No. 6588732 Serial No. 90501633	12/14/2021 02/01/2021

<p>DART DOREMUS AVENUE RECYCLING & TRANSFER</p>	<p>The Action Environmental Group, Inc.</p>	<p>Serial No. 90501734</p>	<p>02/01/2021</p>
	<p>The Action Environmental Group, Inc.</p>	<p>Serial No. 90501608</p>	<p>02/01/2021</p>
<p>INTERSTATE WASTE SERVICES</p>	<p>The Action Environmental Group, Inc</p>	<p>Serial No. 90227193</p>	<p>09/30/2020</p>
<p>BRI BRIDGEWATER RESOURCES, INC.</p>	<p>The Action Environmental Group, Inc</p>	<p>Reg. No. 6590465 Serial No. 90623856</p>	<p>12/14/2021 04/05/2021</p>
<p>BRI</p>	<p>The Action Environmental Group, Inc</p>	<p>Reg. No. 6590464 Serial No. 90623849</p>	<p>12/14/2021 04/05/2021</p>
	<p>The Action Environmental Group, Inc</p>	<p>Reg. No. 6590463 Serial No. 90623843</p>	<p>12/14/2021 04/05/2021</p>
	<p>The Action Environmental Group, Inc</p>	<p>Reg. No. 6590462 Serial No. 90623830</p>	<p>12/14/2021 04/05/2021</p>

TRADEMARK

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RECORDED: 04/29/2022