

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VLS Environmental Solutions, LLC		08/17/2022	Limited Liability Company: DELAWARE
ERC Midwest Carriers LLC,		08/17/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97479920	VLS ENVIRONMENTAL SOLUTIONS	
Registration Number:	6399900	VLS RECOVERY SERVICES	
Registration Number:	5991992	SHREDDED HEAT	
Registration Number:	4785215	ERC	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11668.259		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$115.00 97479920

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	08/17/2022
Total Attachments: 7 source=Project Hawkeye - IP Security Agreement (Executed)#page1.tif source=Project Hawkeye - IP Security Agreement (Executed)#page2.tif source=Project Hawkeye - IP Security Agreement (Executed)#page3.tif source=Project Hawkeye - IP Security Agreement (Executed)#page4.tif source=Project Hawkeye - IP Security Agreement (Executed)#page5.tif source=Project Hawkeye - IP Security Agreement (Executed)#page6.tif source=Project Hawkeye - IP Security Agreement (Executed)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), dated as of August 17, 2022, is made by VLS Environmental Solutions, LLC, a Delaware limited liability company (“VLS Environmental”), and ERC Midwest Carriers LLC, a Wisconsin limited liability company (“ERC Midwest”) (each a “Grantor” and, collectively, the “Grantors”), in favor of Ares Capital Corporation (“Ares”), as Administrative Agent for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 17, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among ISQ Hawkeye Parent, Inc., a Delaware corporation, ISQ Hawkeye HoldCo, Inc., a Delaware corporation (the “Borrower”), the other Persons party thereto that are designated as a Credit Party, Ares, as Administrative Agent for the several financial institutions from time to time party thereto (collectively, the “Lenders”) and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of

such Grantor (the “Trademark Collateral”); provided, however, that notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Property):

(a) all of the registrations and applications for Trademarks owned by such Grantor, including, without limitation, those United States trademark registrations and applications referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation or violation thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is a security interest granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and is exercisable pursuant to, and subject to, the terms and conditions set forth therein. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

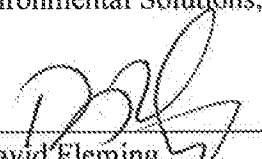
ERC Midwest Carriers LLC, as Grantor

By:  _____

Name: David Fleming

Title: Chief Financial Officer and Secretary

VLS Environmental Solutions, LLC, as Grantor

By:  _____

Name: David Fleming

Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007824 FRAME: 0710

ACKNOWLEDGED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent



By: _____




Name: Scott Lem

Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS:

Mark	App No.	App. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
VLS ENVIRONMENTAL SOLUTIONS & Design 	97479920	6/28/2022	N/A	N/A	12, 39, 40	VLS Environmental Solutions, LLC	Pending
VLS RECOVERY SERVICES & Design 	88938934	5/29/2020	6399900	6/29/2021	40	VLS Recovery Services, LLC Title is being updated to VLS Environmental Solutions, LLC	Registered. USPTO Registered Owner is VLS Environmental Solutions, LLC.
SHREDDED HEAT	88076516	8/13/2018	5991992	2/18/2020	40	VLS Recovery Services, LLC Title is being updated to VLS Environmental Solutions, LLC	Registered. USPTO Registered Owner is VLS Environmental Solutions, LLC.
ERC & Design 	86473841	12/8/2014	4785215	8/4/2015	37, 39, 40, 42	VLS Environmental Solutions, LLC	Registered. USPTO Registered Owner is

							Lancaster Oil Company.
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2. TRADEMARK APPLICATIONS:

None.