

04-22-2008

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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103498003

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Corpro Companies, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Ohio  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) April 10, 2008

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as Collateral Agent

Internal

Address: \_\_\_\_\_

Street Address: 901 Main Street, Floor 22, TX1-492-22-13

City: Dallas

State: Texas

Country: USA

Zip: 75202

☒ Association Citizenship National Association

☐ General Partnership Citizenship \_\_\_\_\_

☐ Limited Partnership Citizenship \_\_\_\_\_

☐ Corporation Citizenship \_\_\_\_\_

☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule I.

(3143036; 3097190; 3268787; .....)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule I.

(DDM; Preserve and Sustain Global Assets & Infrastructure; Corflex; .....)

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins L.L.P.

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas

Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

**6. Total number of applications and registrations involved:**

22

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 565.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account 01/01/2008 WANA1 00000031 3143036

Authorized 01/01/2008 02/01/2008

40.00  
525.00

**9. Signature:**

Julie H. Cooper  
Signature

4/18/2008

Date

Julie H. Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003764 FRAME: 0054

TRADEMARK SECURITY AGREEMENTREGISTERED TRADEMARKS

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK (AND JURISDICTION)</u>
Corrpro Companies, Inc. and Ductile Iron Pipe Research Association	3143036	09/12/2006	DDM (U.S.)
Corrpro Companies, Inc.	3097190	05/30/2006	Preserve and Sustain Global Assets & Infrastructure (U.S.)
Corrpro Companies, Inc.	3268787	07/24/2007	Corrflex (U.S.)
Corrpro Companies, Inc.	2963632	06/28/2005	Corrspray (U.S.)
Corrpro Companies, Inc.	2506722	11/13/2001	Corrspection (U.S.)
Corrpro Companies, Inc.	2501468	10/30/2001	CCI (U.S.)
Corrpro Companies, Inc.	2419249	01/09/2001	Permanode (U.S.)
Corrpro Companies, Inc.	2545934	03/12/2002	Corrpro (U.S.)
Corrpro Companies, Inc.	2467102	07/10/2001	For Every Corner of Your World (U.S.)
Corrpro Companies, Inc.	2449774	05/08/2001	Corrpower (U.S.)
Corrpro Companies, Inc.	1966521	04/09/1996	MTCF (U.S.)
Corrpro Companies, Inc.	1174008	10/20/1981	Hirda (U.S.)
Corrpro Companies,	1175950	11/03/1981	Centap (U.S.)

Inc.

Corrpro Companies, Inc.	1105957	11/14/1978	Permacell (U.S.)
Corrpro Companies, Inc.	0972251	11/06/1973	T.A.S.C. (U.S.)
Corrpro Companies, Inc. (as successor-in-interest by merger to Harco Technologies Corporation)	1494875	07/05/1988	Platinode (U.S.)
Corrpro Companies, Inc. (as successor-in-interest by merger to Harco Technologies Corporation)	0847175	04/02/1968	Harco (U.S.)
Corrpro Companies, Inc. (as successor-in-interest by merger to Cathodic Protection Services Company)	1542313	06/06/1989	LC (U.S.)
Corrpro Companies, Inc. (as successor-in-interest by merger to Cathodic Protection Services Company)	1510965	11/01/1988	Seawrap (U.S.)
Corrpro Companies, Inc. (as successor-in-interest by merger to Harco Technologies Corporation)	0839479	11/28/1967	Harco (U.S.)
Corrpro Companies, Inc. (as successor-in-interest by merger to Harco Technologies Corporation)	1536295	04/25/1989	Tank-Pak (U.S.)
Corrpro Companies, Inc.	TMA622596	10/18/2004	Corrpro

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 10, 2008, is entered into by CORRPRO COMPANIES, INC., an Ohio corporation ("Grantor"), and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity, "Collateral Agent"). Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Loan and Security Agreement dated as of the date hereof among Grantor, CCFC, INC., a Nevada corporation, OCEAN CITY RESEARCH CORP., a New Jersey corporation, CORRPRO INTERNATIONAL, INC., a Delaware corporation, CORRPRO CANADA, INC., an Alberta corporation, BORZA INSPECTIONS, LTD., an Alberta corporation, Collateral Agent, and the Lenders party thereto (as such agreement may be amended, modified, supplemented and amended and restated from time to time, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, Grantor is required to grant a security interest to Collateral Agent, for the benefit of the Lenders, in all of Grantor's trademarks, trademark licenses, trade names, trade styles, service marks, logos and all registrations and recordings thereof and applications in connection therewith, whether registered or unregistered, now owned or existing or hereafter acquired or arising, and wherever located, including the trademarks, trademark licenses and applications for registration listed on Schedule I hereto (collectively, the "Secured Trademarks").

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 Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to Collateral Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to Collateral Agent under the Loan Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. 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 Loan Agreement. Notwithstanding the foregoing, Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule I to include reference to any right, title or interest in any existing trademarks or any trademarks acquired or

developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Collateral Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

5. 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. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**CORRPRO COMPANIES, INC.**, an Ohio corporation

By: *Robert M. Mayer*  
Name: Robert M. Mayer  
Title: Executive Vice Pres. Devt

STATE OF Ohio §  
COUNTY OF Medina §

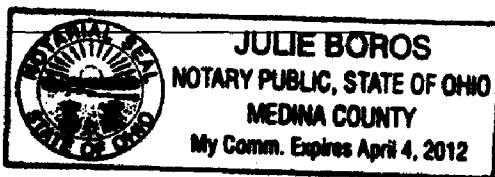
On April 10<sup>th</sup>, 2008, before me, the undersigned, a notary public in and for said state, personally appeared Robert M. Mayer, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Executive Vice President, on behalf of Corrpro Companies, Inc., an Ohio corporation, the company therein named, and acknowledged to me that the company executed the within instrument pursuant to its articles of incorporation or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

*Julie Boros*  
Notary Public

My Commission Expires:



Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 003764 FRAME: 0059**

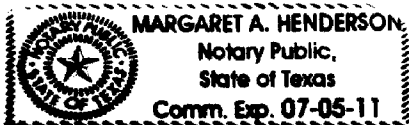
By: Joy L. Bartholomew  
Joy L. Bartholomew  
Senior Vice President

STATE OF TEXAS                    )  
  ) ss.  
COUNTY OF DALLAS            )

On April 9, 2008, before me, the undersigned, a notary public in and for said state and county, personally appeared Joy L. Bartholomew, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Senior Vice President, on behalf of Bank of America, N.A., a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Margaret A. Henderson  
Notary Public

My Commission Expires:

7.5.2011

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Corrpro Companies, Inc.	2419249	01/09/2001	Permanode (U.S.)
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TRADEMARK LICENSES

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
N/A	N/A	N/A

APPLICATIONS FOR REGISTRATION:

<u>OWNER</u>	<u>U.S. SERIAL NUMBER</u>	<u>TRADEMARK</u>
N/A	N/A	N/A

