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Form PTO-1594 (Rev. 01-09)
OMB Collection 0951-0027 (exp. 02/28/2009)



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached document(s) in the Trademark Office.

50-32-11

1. Name of conveying party(ies):
Energy Solutions Group, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Wisconsin
 Other _____

Citizenship (see guidelines) USA - Wisconsin

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Johnson Bank
 Internal Address: Attn: Brett Schroeder
 Street Address: 222 W. College Avenue
 City: Appleton
 State: WI
 Country: USA Zip: 54911

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other WI Chartered Bank Citizenship USA - Wisconsin

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)

3. Nature of conveyance / Execution Date(s) :
Execution Date(s) February 1, 2009

Assignment Merger
 Security Agreement Change of Name
 Other Voluntary Surrender Agreement

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)
3034880, 3374735, 3374734

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
3034880 = "WEL-KIL" Standard Character Mark; 3374735 = "XSITE" Design plus words, letters, and/or numbers; 3374734 = "XSITE" Standard Character Mark

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Meno Law Firm, Ltd.
Internal Address: Attn: Mitchell Musial
Street Address: 2501 E. Enterprise Avenue
City: Appleton
State: WI Zip: 54912-0785
Phone Number: (920) 560-4720
Fax Number: (920) 560-4751
Email Address: mitchell.musial@menolaw.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

Authorized to be charged to deposit account
 Enclosed

8. Payment information:
Deposit Account Number _____
Authorized User Name _____

9. Signature:
Signature: Michael J. Verkuylen Date: 11/8/09
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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 1460, Alexandria, VA 22313-1460

11/23/2009 MJAMA1 00000052 3034880

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

VOLUNTARY SURRENDER OF COLLATERAL

THIS AGREEMENT is effective this 1st day of February, 2009 by and between **JOHNSON BANK** (the "Lender"), **ENERGY MANAGEMENT SYSTEMS, LLC**, a Wisconsin limited liability company, and **ENERGY SOLUTIONS GROUP, INC.**, a Wisconsin corporation (collectively referred to as the "Borrower") with reference to the following facts:

RECITALS:

A. Obligations. The Borrower and the Lender are parties to certain financing transactions among them evidenced by written Promissory Notes, Commercial Security Agreements, and Commercial Guarantys (the "Obligations").

B. Business. To secure payment of the Obligations, the Borrower granted to the Lender Commercial Security Agreements in all inventory, equipment, accounts, chattel paper, instruments, letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, fixtures, and other designated collateral relating to the Borrower's business operations commonly known as "EMS" and "ESG", located at 3836 N. Cobble Drive, #119, Appleton Wisconsin, 54913 and/or 2410 East Peter Street and/or 1620 South Lawe Street, Suite 5, Appleton, Wisconsin 54915 and/or N195 Horizon Drive, Neenah, Wisconsin 54956 (the "Business") as more particularly described in the Obligations and the security interest documents (collectively the "Loan Documents").

C. Default. The Obligations are currently due and payable and certain events of default have occurred and are continuing under the Loan Documents.

D. Voluntary Surrender. The Borrower acknowledges and agrees to being unable to cure the defaults as to the Obligations per the Loan Documents with the Lender and, pursuant to the reasonable request of the Lender, agrees to voluntarily surrender to Lender all personal property of the Business, including without limitation such personal property remaining within the leased premises of the Business, any personal property in storage elsewhere, and all other personal property of the Business wherever located (collectively referred to as the "Collateral"), in accordance with the provisions of the Loan Documents.

AGREEMENTS:

IN CONSIDERATION of the Recitals and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Default. The Borrower acknowledges that the Borrower is in default under the Loan Documents by reason of the Borrower's failure to pay the Obligations as due and payable. The Borrower confirms that the Borrower is unconditionally obligated to pay the Obligations.

2. Loan Documents. The Borrower acknowledges that all the terms of the Loan Documents and the obligations of the Borrower under the Loan Documents remain in full force and effect, except as specifically modified by this Agreement.

3. Representations and Warranties. The Borrower represents and warrants to the Lender as follows:

TRADEMARK

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3.1 Loan Documents. All the representations and warranties set forth in the Loan Documents remain in full force and effect as if made on the date of this Agreement; the Loan Documents (as modified by this Agreement) may be enforced in accordance with their terms by the Lender against the Borrower and the Business; the Borrower claims no defense, right of offset or counterclaim against enforcement of the Loan Documents and has no other claim against the Lender.

3.2 Authority. The Borrower, Energy Management Systems, LLC, is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wisconsin; the Borrower, Energy Solutions Group, Inc., is a Wisconsin corporation duly incorporated, validly existing and in good standing under the laws of the State of Wisconsin; the Borrower and the individuals executing this Agreement on behalf of the Borrower have full power and authority to execute, deliver and perform this Agreement; this Agreement is the legal and binding obligation of the Borrower enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

3.3 Compliance. The execution, delivery and performance of this Agreement and the consummation of the transactions thereby contemplated will not conflict with any law, statute or regulation to which the Borrower or the Business is subject or any judgment, license, order or permit applicable to the Borrower or the Business or any indenture, mortgage, deed of trust or other instrument to which the Borrower or the Business is subject; no consent, approval, authorization or order of any court, governmental authority or other person is required in connection with the execution, delivery or performance by the borrower of this Agreement.

3.4 Disclosure. No representation or warranty made by the Borrower in this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein not misleading.

4. Voluntary Surrender. The Borrower hereby irrevocably agrees and accordingly executes in favor of the Lender this Agreement constituting the Borrower's written voluntary surrender to the Lender of all personal property of the Business and the Collateral, including without limitation all rights and interests pertaining to any and all personal property of the Business constituting the Collateral, including without limitation the described items contained in and all other "Collateral" as defined by the Commercial Security Agreements, and irrevocably assigns to and delivers such collateral and the keys to the Appleton, Wisconsin Business premises and any storage unit containing such collateral to the Lender, hereby waiving and renouncing any right to a hearing or other judicial process with respect to such collateral and to continued possession or occupancy of the leased Business premises.

5. Acknowledgment and Waiver. The Borrower acknowledges having the right to keep possession of the Collateral until a court makes a legal determination of the Borrower's default and of the Lender's remedies. The Borrower further acknowledges that a court, before making such legal determination, would provide the Borrower a reasonable opportunity for a hearing. The Borrower expressly waives all such rights by voluntarily surrendering the Collateral located within the leased Business and any storage unit premises and wherever otherwise located to the Lender.

6. Miscellaneous. The Borrower and the Lender further agree as follows:

6.1 Time. Time is the essence of each provision of this Agreement.

6.2 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally or by facsimile, receipt confirmed, to the party designated to receive such notice, or on the date following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other party:

To the Borrower: Energy Management Systems, LLC and/or
Energy Solutions Group, Inc.
Attention: Michael J. Verkuylen
N195 Horizon Drive
Neenah, WI 54956

with copy to: Attorney Paul G. Swanson
Steinhilber, Swanson, Mares, Marone &
McDermott
P.O. Box 617
Oshkosh, WI 54903-0617

To the Lender: Johnson Bank
Attn: Brett Schroeder, V.P.
222 West College Avenue
Appleton, WI 54911

with copy to: Attorney Robert N. Duimstra
Menn Law Firm, Ltd.
P.O. Box 785
Appleton, WI 54912-0785

6.3 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

6.4 Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as possible that is legal, valid and enforceable.

6.5 Headings. The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

6.6 Amendment. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

6.7 Entire Agreement. Except for the Loan Documents, this Agreement

supersedes, in all respects, all prior written or oral agreements between the Borrower and the Lender and there are no agreements, understandings, warranties or representations between the parties except as set forth herein and in the Loan Documents.

6.8 Construction. The parties acknowledge that each party and each party's counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or schedules hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

JOHNSON BANK

By: 

**Brett Schroeder,
Vice President**

ENERGY MANAGEMENT SYSTEMS, LLC

By: 

**Michael J. Verkuylen,
Member-Manager**

ENERGY SOLUTIONS GROUP, INC.

By: 

**Michael J. Verkuylen,
President**