

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instar Services Group, L.P.		12/31/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, Agent		
Street Address:	200 South Wacker Drive, Suite 600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77100292	BPR B. POOLE RESTORATION FIRE · FLOOD · DISASTER RECOVERY	
CORRESPONDENCE DATA			
Fax Number:	(734)623-1625		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(734) 623-1678		
Email:	nhudge@dickinsonwright.com		
Correspondent Name:	Nora Hudge, Paralegal		
Address Line 1:	301 East Liberty, Suite 500		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	37890-001		
NAME OF SUBMITTER:	Nora Hudge, Paralegal		
Signature:	/Nora Hudge/		

OP \$40.00 77100292

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**TRADEMARK
 REEL: 004132 FRAME: 0854**

Date:

01/18/2010

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "***Agreement***"), dated as of December 31, 2009 by **INSTAR SERVICES GROUP, L.P.**, a Delaware limited partnership (the "***Company***") and each of the Subsidiaries of the Company signatories hereto (each Subsidiary, together with the Company, are individually hereinafter referred to as a "***Grantor***" or collectively hereinafter referred to as the "***Grantors***"), in favor of **PNC Bank, National Association** in its capacity as agent for certain financial institutions (in such capacity, the "***Agent***").

RECITALS

A. The Grantors have entered into a Revolving Credit and Security Agreement dated as of August 19, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***") with various financial institutions and the Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Grantors are required to execute and deliver to the Agent, for the benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Credit Agreement, Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration, and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any registrations issuing on any trademark application and any renewals of any trademark registrations, reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred

to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);


- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any continuations, continuations-in-part or divisionals, reissues, re-examination certificates, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

INSTAR SERVICES GROUP, L.P.
By: InStar Services Management, LLC
its General Partner

By: 
Richard Augustine,
Senior Vice President and Treasurer

INSTAR-BPR, LLC

By: _____
Jason Runco,
President and Treasurer

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,
as Lender and as Agent

By: _____
John Staneski, Senior Vice President

*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
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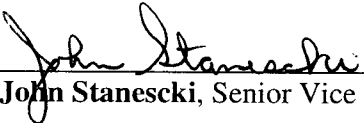
By: _____

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**TRADEMARK
REEL: 004132 FRAME: 0860**

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

United States Trademarks, Trademark Applications and Trademark Licenses

Owner	Mark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
InStar Services Group, L.P.	BPR B. Poole Restoration Fire – Flood – Disaster Recovery	77100292	3,342,883	February 6, 2007	November 27, 2009

Foreign Registrations

N/A

Foreign Applications

N/A

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

N/A

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