### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P., as Second Lien Collateral Agent		103/29/2010 1	LIMITED PARTNERSHIP: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Energy Maintenance Services Group I, LLC	
Street Address:	2000 Bering Drive	
Internal Address:	Suite 600	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77057	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Serial Number:	78693039	ENERGY SERVICES + TECHNOLOGY = SOLUTIONS	
Serial Number:	78832308	EMS GROUP	
Serial Number:	78697171	EMS ENERGY MAINTENANCE SERVICES	
Serial Number:	78611856	PIPE TO POWER	

# **CORRESPONDENCE DATA**

Fax Number: (312)577-8816

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 341307-16

900158824 TRADEMARK
REEL: 004179 FRAME: 0889

78693039

OH \$115.00

NAME OF SUBMITTER:	Oscar Ruiz	
Signature:	/Oscar Ruiz/	
Date:	04/05/2010	
Total Attachments: 4 source=Trademark Release (2nd Lien)#page1.tif source=Trademark Release (2nd Lien)#page2.tif source=Trademark Release (2nd Lien)#page3.tif source=Trademark Release (2nd Lien)#page4.tif		

### TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of March 29, 2010, by GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as collateral agent for the benefit of certain lenders ("Agent").

# WITNESSETH:

WHEREAS, Agent and ENERGY MAINTENANCE SERVICES GROUP I, LLC ("Grantor") were parties to that certain SECOND LIEN CREDIT AND GUARANTY AGREEMENT, dated as of APRIL 13, 2006 (the "Agreement"), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "Trademarks") and Trademark Collateral (as defined below) to secure payment of all amounts owing by Grantor under the Agreement, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on MAY 16, 2006, at Reel 3310, Frame 0079; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby terminates, cancels, re-pledges, reassigns and releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- 2. If and to the extent the Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor.
- 3. Agent shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all

documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Trademark Release.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release to be executed as of the day and year first above written.

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as COLLATERAL AGENT FOR THE BENEFIT OF LENDERS

By:
Name:
Title:
Rob Plynick
Senior Vice President

# **SCHEDULE 1**

# **TRADEMARKS**

MARK	REG./APP. NUMBER	APP. DATE	REG. DATE
ENERGY SERVICES + TECHNOLOGY = SOLUTIONS	78693039	8/15/05	N/A
EMS GROUP	78832308	3/8/06	8/7/07
EMS ENERGY MAINTENANCE SERVICES	78697171	8/22/05	9/11/07
PIPE TO POWER	78611856	4/19/05	7/3/07

**RECORDED: 04/05/2010**