

**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.		02/04/2011	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	Two Tower Center Boulevard
City:	East Brunswick
State/Country:	NEW JERSEY
Postal Code:	08816
Entity Type:	National Bank: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	76338016	INSTAR
Serial Number:	77376668	INSTAR
Serial Number:	76395873	INSTAR
Serial Number:	85199490	INSTAR ENERGY SERVICES
Serial Number:	77356546	OUR BUSINESS IS PUTTING YOU BACK IN BUSINESS
Serial Number:	77481384	P.R.E.P.
Serial Number:	77481367	P.R.E.P. PRIORITY RESPONSE EMERGENCY PLAN
Serial Number:	77206305	WHERE QUALITY IS REBUILT

**CORRESPONDENCE DATA**

Fax Number: (734)623-1625  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (734) 623-1678  
 Email: nhudge@dickinsonwright.com  
 Correspondent Name: Nora Hudge, Paralegal

**900183508**

**TRADEMARK  
 REEL: 004471 FRAME: 0495**

**OP \$215.00 76338016**

Address Line 1: Dickinson Wright, PLLC  
Address Line 2: 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/
Date:	02/09/2011

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of February 4, 2011 by **INSTAR SERVICES GROUP, L.P.**, a Delaware limited partnership ("*Grantor*"), in favor of **PNC BANK, NATIONAL ASSOCIATION** in its capacity as agent for certain financial institutions (in such capacity, the "*Agent*").

### RECITALS

A. The Grantor, BEP/InStar Holdings, LLC, InStar Services Management, LLC, InStar Services Holdings, LLC, InStar-BPR, LLC, InStar-HRI, LLC, Oakwood Construction and Restoration Services, Inc., and InStar – OCRS, LLC (collectively, "*Borrowers*") 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, Borrowers. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, Grantor is 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, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor 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 Borrowers under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's 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; but only to the extent that granting such continuing security interest does not cause a breach of any terms of such license;
- (3) all proceeds of the foregoing, including, without limitation, any claim by Grantor 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, unless a grant of any of the items in this item 3 causes a breach of any terms of any license (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, but only to the extent that granting such continuing security interest does not cause a breach of any terms of such license;
- (6) all proceeds of the foregoing, including, without limitation, any claim by the Grantor 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, unless a grant of any of the items in this item 6 causes a breach of any terms of any license (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. Grantor hereby acknowledges and affirms 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]

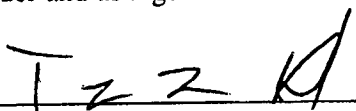
Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

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

By: \_\_\_\_\_  
**James Guillaumin**, Chief Financial  
Officer

Acknowledged:

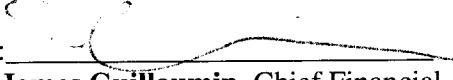
**PNC BANK, NATIONAL ASSOCIATION,**  
as Lender and as Agent

By:   
**Thomas Humbyrd**, Vice President

*Signature Page to Patent & Trademark  
Security Agreement*

**TRADEMARK**  
**REEL: 004471 FRAME: 0499**

Grantor has 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:   
**James Guillaumin**, Chief Financial  
Officer

Acknowledged:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Lender and as Agent

By: \_\_\_\_\_  
**Thomas Humbyrd**, Vice President

*Signature Page to Patent & Trademark  
Security Agreement*

**TRADEMARK**  
**REEL: 004471 FRAME: 0500**

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**United States Trademarks, Trademark Applications and Trademark Licenses**

<b>Owner</b>	<b>Mark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
InStar Services Group, L.P.	Burns InStar Service		T09000000082		2/6/2009
InStar Services Group, L.P.	Instar (word mark)	76338016	2677159	11/15/2001	1/21/2003
InStar Services Group, L.P.	Instar (word mark)	77376668	3472142	1/21/2008	7/22/2008
InStar Services Group, L.P.	Instar	76395873	2713170	4/15/2002	5/6/2003
InStar Services Group, L.P.	Instar Energy Services	85199490		12/16/2010	
InStar Services Group, L.P.	Our Business is Putting You Back in Business (word mark)	77356546	3471982	12/20/2007	7/22/2008
InStar Services Group, L.P.	P.R.E.P. (word mark)	77481384	3585968	5/22/2008	3/10/2009
InStar Services Group, L.P.	P.R.E.P. PRIORITY RESPONSE EMERGENCY PLAN (word mark)	77481367	3585967	5/22/2008	3/10/2009
InStar Services Group, L.P.	Where Quality is Rebuilt	77206305	3359471	6/14/2007	12/25/2007

**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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