

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
U.S. Water Services, Inc.		01/04/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	1225 Seventeenth Street, Suite 1825		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	an Ohio banking corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3691658		
Serial Number:	77629464	U.S. WATER SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(435)214-3811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	435-214-3807		
Email:	mjones@markuswilliams.com		
Correspondent Name:	Melinda Jones		
Address Line 1:	2720 Homestead Road, Suite 150		
Address Line 4:	Park City, UTAH 84098		
ATTORNEY DOCKET NUMBER:	10798.528		
NAME OF SUBMITTER:	Melinda Jones		
Signature:	/mej/		
Date:	04/15/2011		

CH \$65.00 3691658

Total Attachments: 13

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PATENT AND TRADEMARK SECURITY AGREEMENT

Date: January 4, 2011

DEBTOR: U.S. Water Services, Inc.
12270 43rd Street
St. Michael, Minnesota 55376
Attention: Priscilla Starr
Telecopy: (763) 553-0613
Confirmation: (763) 497-1225

SECURED PARTY: Fifth Third Bank
Structured Finance Group
1225 Seventeenth Street, Suite 1825
Denver, Colorado 80202
Attention: Brandon Wallace
Telecopy: (866) 359-5353
Confirmation: (303) 524-3508

Recitals

A. Reference is made to that certain Loan and Security Agreement of even date herewith (as the same may be amended, modified, extended or cancelled from time to time, the "**Loan Agreement**") by and among the Debtor, the other Borrowers (as that term is defined in the Loan Agreement), the banks which are signatory thereto (individually a "**Bank**" and collectively, the "**Banks**") and the Secured Party, as a Bank and as agent for the Banks, pursuant to which the Secured Party and the other Banks have agreed to extend to the Debtor certain credit accommodations.

B. It is a condition precedent to the obligation of the Secured Party and the other Banks to extend credit accommodations pursuant to the terms of the Loan Agreement that this Patent and Trademark Security Agreement (this "Agreement") be executed and delivered by the Debtor.

NOW, THEREFORE, In consideration of the credit accommodations which have been or may be extended to the Debtor and for other good and valuable consideration, the Debtor hereby covenants and agrees with the Secured Party as follows:

1. Defined Terms. All capitalized terms used herein that are defined in the Recitals hereto or in the Loan Agreement and not otherwise defined herein shall have the meanings given them therein. In addition, the following terms have the meanings set forth below:

"**Patents**" means all of the Debtor's right, title and interest in and to patents and patent applications, including, without limitation, the inventions and improvements

described and claimed therein, all patentable inventions and those patents and patent applications listed on Exhibit A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue and recover for past, present and future infringements of any of the foregoing, all as presently existing or hereafter arising or acquired.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of the Debtor’s right, title and interest in and to:

(i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or may appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) filed in connection therewith, including, without limitation, the trademarks and applications listed on Exhibit B attached hereto and made a part hereof; (ii) licenses, fees or royalties with respect to the foregoing; (iii) the right to sue and recover for past, present and future infringement, dilution and damages therefore; and (iv) licenses thereunder; all as presently existing or hereafter arising or acquired; and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor’s business connected with the use of, and symbolized by, the foregoing.

2. Security Interest. To secure the complete and timely payment and satisfaction of the Liabilities, the Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party, for the ratable benefit of the Secured Party and the other Banks, a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation, duly organized and existing in good standing and has full power and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary corporate action and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its Organization Documents or, other than as set forth in Schedule 4.2 to the Loan Agreement, any material agreement presently binding on it. This Agreement has been

duly executed and delivered by the authorized officers of the Debtor and constitutes its lawful, binding and legally enforceable obligation, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency except (i) for recordings and filings in connection with the Liens granted to Agent and/or any Bank under the Collateral Documents, and (ii) those obtained and/or made on or prior to the Closing Date.

(b) **Patents.** Exhibit A accurately lists all material Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to such Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any material Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to such Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement. In the event Debtor notifies Secured Party of a change to Exhibit A, Debtor agrees to execute, promptly upon Secured Party's request, an amendment (in form and substance acceptable to Secured Party) to this Agreement in order to reflect the addition of the additional Patents to Exhibit A. No Patent listed on Exhibit A has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting. Except as set forth on Exhibit A, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent listed on Exhibit A, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation, shop rights and covenants by the Debtor not to sue third persons. The Debtor has no notice of any suits or actions commenced or threatened with reference to any Patent listed on Exhibit A.

(c) **Trademarks.** Exhibit B accurately lists all material Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of such Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any material Trademarks not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to such Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement. In the event Debtor notifies Secured Party of a change to Exhibit B, Debtor agrees to execute, promptly upon Secured Party's request, an amendment (in form and substance acceptable to Secured Party) to this Agreement in order to reflect the addition of the additional Trademarks to Exhibit B. No Trademark listed on Exhibit B has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently

subsisting. To Debtor's knowledge, reasonable and proper statutory notice has been used in all material respects in connection with the use of each Trademark. Except as set forth on Exhibit B, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark listed on Exhibit B, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation, shop rights and covenants by the Debtor not to sue third persons. The Debtor has no notice of any suits or actions commenced or threatened with reference to any Trademark listed on Exhibit B.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute material Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor (i) will have, at the time the Debtor acquires any rights in material Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all material Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents listed on Exhibit A or Trademarks listed on Exhibit B, or any interest therein, without the Secured Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents listed on Exhibit A and Trademarks listed on Exhibit B against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor agrees to maintain the quality of any and all products in connection with which material Patents and Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default and so long as such Event of Default is continuing, the Debtor agrees that the Secured Party, or a conservator appointed by the Secured Party, shall have the right to establish such additional product quality controls as the Secured Party, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Debtor in connection with material Patents and Trademarks. The Debtor will at its own expense maintain the material Patents and Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it

will not abandon nor fail to pay any maintenance fee or annuity due and payable on any material Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) at least 30 days notice, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any such Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or reasonably desirable.

(i) ***Secured Party's Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a material Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection 3(i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Post-Default Rate.

(k) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection 3(i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time following the occurrence and continuation of an Event of Default (or at anytime with respect to action taken under subsection 3(i)) to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default and so long as such Event of Default is continuing, to enforce or use any of the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under any of the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done in accordance with the

provisions of this Agreement and any other Financing Agreement. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Liabilities.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform in all material respects any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and so long as such Event of Default is continuing, the Secured Party may, at its option and from time to time, exercise any one or more of the following rights or remedies:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder.

(d) The Secured Party may exercise or enforce any or all other rights or remedies available to the Secured Party by law or agreement against the Patents and Trademarks, against the Debtor or against any other Person or property.

If the Secured Party shall exercise any remedy under this Agreement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by the Secured Party in aid of such enforcement. At least ten (10) days notice of any sale or other disposition of the Trademark Collateral shall be given to Debtor pursuant to the Uniform Commercial Code of New York, before any public or private sale or other disposition of the Patents or Trademarks is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Patents and Trademarks, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

7. Notices. Any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent by manual delivery, telegram, telex, facsimile

transmission, overnight courier or United States mail (postage prepaid) addressed to such party at the address specified above, or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured from the date of delivery thereof if manually delivered, from the date of sending thereof if sent by telegram, telex or facsimile transmission, from the first business day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

8. No Duties Owed by Secured Party. The Debtor acknowledges and agrees that the Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. The Secured Party has not made any representations or warranties with respect to this Agreement.

9. Governing Law and Construction. **THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF.** Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

10. Consent to Jurisdiction.

(a) EXCLUSIVE JURISDICTION. **THE SECURED PARTY AND THE DEBTOR AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO AND/OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND/OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK, AND THE DEBTOR AND THE SECURED PARTY WAIVE ANY OBJECTION BASED ON VENUE AND/OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN, BUT THE SECURED PARTY AND THE DEBTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK. THE DEBTOR WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.**

(b) **OTHER JURISDICTIONS.** THE DEBTOR AGREES THAT THE SECURED PARTY SHALL HAVE THE RIGHT TO PROCEED AGAINST DEBTOR AND/OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE THE SECURED PARTY TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE LIABILITIES, AND/OR TO ENFORCE A JUDGMENT AND/OR ANY OTHER COURT ORDER ENTERED IN FAVOR OF THE SECURED PARTY. THE DEBTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIM IN ANY PROCEEDING BROUGHT BY THE SECURED PARTY TO REALIZE ON PROPERTY, COLLATERAL AND/OR ANY OTHER SECURITY FOR THE LIABILITIES, AND/OR TO ENFORCE A JUDGMENT AND/OR OTHER COURT ORDER IN FAVOR OF THE SECURED PARTY. THE DEBTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE SECURED PARTY HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SECTION.

11. **Waiver of Jury Trial.** EACH OF THE DEBTOR AND THE SECURED PARTY, BY ITS ACCEPTANCE OF THIS AGREEMENT, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic means also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

13. **General.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by all of the parties hereto. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All representations and warranties contained in this Agreement or in any other agreement between the Debtor and the Secured Party shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Liabilities. Captions in this Agreement are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when

signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

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EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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NONE

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE

FOREIGN PATENT APPLICATIONS


<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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NONE


EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
	3,691,658	October 6, 2009

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
	77-629,464	December 9, 2008

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE