

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
Progressive Environmental Services, Inc.		06/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	M&I Marshall & Ilsley Bank		
Street Address:	770 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Banking Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85335028	SWS ENVIRONMENTAL SERVICES	
Serial Number:	85335022	SWS ENVIRONMENTAL SERVICES	
CORRESPONDENCE DATA			
Fax Number: (414)978-8675 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 414 277 5675 Email: marta.levine@quarles.com Correspondent Name: Marta S. Levine Address Line 1: Quarles & Brady LLP Address Line 2: 411 East Wisconsin Avenue Address Line 4: Milwaukee, WISCONSIN 53202			
ATTORNEY DOCKET NUMBER:	630027.00291		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

CH \$65.00 85335028

TRADEMARK

900196254

REEL: 004575 FRAME: 0964

Date:

07/06/2011

Total Attachments: 4

source=SecurityAgreement_TM_M&I_ProgressiveEnvironmentalServicesInc#page1.tif

source=SecurityAgreement_TM_M&I_ProgressiveEnvironmentalServicesInc#page2.tif

source=SecurityAgreement_TM_M&I_ProgressiveEnvironmentalServicesInc#page3.tif

source=SecurityAgreement_TM_M&I_ProgressiveEnvironmentalServicesInc#page4.tif

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of the 30th day of June, 2011 by and from PROGRESSIVE ENVIRONMENTAL SERVICES, INC., a Delaware corporation (the "Grantor"), whose principal address is 222 South Ninth Street, Suite 3130, Minneapolis, Minnesota 55402, to and in favor of M&I MARSHALL & ILSLEY BANK, for itself and as Agent for the Lenders (as defined in the Security Agreement referenced below) (M&I Marshall & Ilsley Bank, for itself and as Agent for the Lenders, is hereinafter referred to as the "Grantee").

WHEREAS, Grantor and Grantee have entered into that certain Amended and Restated Security Agreement dated as of July 2, 2010 by and between Grantor and Grantee (such Amended and Restated Security Agreement, as may from time to time be amended, amended and restated, or replaced, whether in connection with the refinancing or modification of the debt and other obligations secured thereby or otherwise, is hereinafter referred to as the "Security Agreement").

WHEREAS, the Grantor has adopted, used and is using the trademark(s) (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:


- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of Grantor pursuant to the Security Agreement. Upon the payment in full of all Obligations, Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

- (b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

(signature page follows)

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the above-indicated date.

PROGRESSIVE ENVIRONMENTAL
SERVICES, INC.

By: 
Name: Brett Habstitt
Title: Vice President

Signature Page for Confirmatory Grant of Security Interest in
United States Trademarks

TRADEMARK
REEL: 004575 FRAME: 0968

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

U.S. Trademarks	Reg. (App.) No.	Issue (Filing) Date
SWS ENVIRONMENTAL SERVICES	(85335028)	(June 1, 2011)
SWS ENVIRONMENTAL SERVICES	(85335022)	(June 1, 2011)