

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
ET Works		09/20/2011	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank N.A.		
Street Address:	270 Park Avenue		
City:	New York City		
State/Country:	NEW YORK		
Postal Code:	10017-2014		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2247093	APACHE	
CORRESPONDENCE DATA			
Fax Number:	(317)236-1313		
Email:	bmcginnis@btlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Brian J. McGinnis		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	35340-39		
NAME OF SUBMITTER:	Brian J. McGinnis		
Signature:	/bmcginnis/		
Date:	09/30/2011		

CH \$40.00 2247093

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ET WORKS, LLC, an Indiana limited liability company (the "Grantor"), hereby grants to JPMORGAN CHASE BANK, N.A. (the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (e) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (g) the right to sue for past, present and future infringements thereof, (h) all rights corresponding thereto, (i) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (j) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement between the Grantor and the Grantee, dated as of July 20, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 20th day of ~~July~~ ^{Sept}, 2011.

ET WORKS, LLC, as Grantor

By: *Matthew F. Hays*
Matthew F. Hays, President

STATE OF INDIANA)
)SS:
COUNTY OF Morgan)

Before me, a Notary Public in and for said County and State, personally appeared Matthew F. Hays, known to me to be the President of ET WORKS LLC, and acknowledged the execution of the foregoing Grant of Security Interest in United States Trademarks for and on behalf of said limited liability company.

Witness my hand and Notarial Seal, this 20th day of ~~July~~ ^{Sept}, 2011.

Alison Pressel
Notary Public - Signature

Alison Pressel
Notary Public - Printed

My Commission Expires:
9-15-12

My County of Residence:
Hendricks

JPMORGAN CHASE BANK, N.A., as Grantee

By Linda Kaiser
Name: Linda Kaiser
Title Vice President

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Linda Kaiser, known to me to be a Vice President of JP MORGAN CHASE BANK, N.A., and acknowledged the execution of the foregoing Grant of Security Interest in United States Trademarks for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 20 day of ^{Sept}~~July~~, 2011.

Beverly A. Marine
Notary Public - Signature

Beverly A. Marine
Notary Public - Printed

My Commission Expires:
10-13-17

My County of Residence:
Morgan, Indiana

[Trademark Security Agreement]

TRADEMARK
REEL: 004633 FRAME: 0928

SCHEDULE A

Trademarks

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
APACHE	2,247,093	5/25/1999