

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
PROENERGY SERVICES, LLC		08/31/2012	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	1000 Town Center, Suite 1500		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48075		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77855153	PROENERGY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(248) 358-4400		
Email:	marapakis@brookskushman.com		
Correspondent Name:	Mark A. Cantor		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	SEY 0189 A		
NAME OF SUBMITTER:	Mark A. Cantor		
Signature:	/mark a cantor/		

CH \$40.00 77855153

Date:

08/31/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 2012 is given by **PROENERGY HOLDINGS, INC.**, a Missouri corporation, **PROENERGY & AFFILIATES INC.**, a Missouri corporation, **PROENERGY LAND, LLC**, a Missouri limited liability company, **PROENERGY ACQUISITION COMPANY, INC.**, a Delaware corporation, **ENERGY PARTS SOLUTIONS LLC**, a Missouri limited liability company, **PROENERGY SERVICES, LLC**, a Missouri limited liability company, **PROENERGY EPC SERVICES, LLC**, a Missouri limited liability company, **PROENERGY TURBINE SERVICES, LLC**, a Missouri limited liability company, **PROENERGY CONTRACTING SERVICES, LLC**, a Missouri limited liability company, **PROSTEEL MANUFACTURING, INC.**, a Missouri corporation, **PROENERGY CRAFTS, INC.**, a Missouri corporation, **PROENERGY PACKAGING SOLUTIONS, LLC**, a Missouri limited liability company and **CANON ENTERPRISE, LLC**, a Missouri limited liability company (collectively, the "Grantor"), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation (the "Bank").

PRELIMINARY STATEMENT

Each Grantor is entering into this Agreement to secure that certain Amended and Restated Guaranty of even date herewith in connection with that certain Amended and Restated Forbearance Agreement of even date herewith to which the Grantor and the Bank are parties, and to secure the obligations under the Loan (as defined in the Amended and Restated Forbearance Agreement).

ACCORDINGLY, the Grantor and the Bank, agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Forbearance Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Bank a continuing second priority 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 (collectively, the "Trademark Collateral"):

(a) all-of-its-trademarks, trademark registrations, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, trademark license rights, other source and product or service identifiers used or associated with or appurtenant to the products, services and business of Grantor and all goodwill associated or symbolized thereby and the use thereof, including those referred to on Schedule I hereto;

(b) all renewals for the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any trademark or any trademark licensed under any trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement executed in connection with the Amended and Restated Guaranty and the Forbearance Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, any rights of the Bank to receive payments hereunder, any lien and security interest granted to Bank pursuant to

this Agreement, and the exercise of any right or remedy by Bank hereunder are subject to the provisions of the Intercreditor and Subordination Agreement dated as of August 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among JPMorgan Chase Bank, N.A., as Agent for the Senior Claimholders defined therein, Lender and LC Issuer, the Agent, and the Borrowers and the other Junior Claimholders and Obligors (each as defined therein) from time to time a party thereto and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PROENERGY ACQUISITION COMPANY, INC.,
a Delaware corporation

By: Jeffrey T. Canon
Jeffrey T. Canon, President

PROENERGY HOLDINGS, INC.,
a Missouri corporation

By: Jeffrey T. Canon
Jeffrey T. Canon, President

PROENERGY LAND, LLC,
a Missouri limited liability company

By: Jeffrey T. Canon
Jeffrey T. Canon, Manager

PROENERGY & AFFILIATES INC.,
a Missouri corporation

By: Jeffrey T. Canon
Jeffrey T. Canon, President

ENERGY PARTS SOLUTIONS LLC,
a Missouri limited liability company

By: Jeffrey T. Canon
Jeffrey T. Canon, Manager

PROENERGY CRAFTS, INC.,
a Missouri corporation

By: Jeffrey T. Canon
Jeffrey T. Canon, President

CANON ENTERPRISE, LLC,
a Missouri limited liability company

By: Jeffrey T. Canon
Jeffrey T. Canon, Manager

PROENERGY SERVICES, LLC,
a Missouri limited liability company

By: Jeffrey T. Canon
Jeffrey T. Canon, Manager

PROENERGY EPC SERVICES, LLC,
a Missouri limited liability company

By: Jeffrey T. Canon
Jeffrey T. Canon, Manager

PROENERGY TURBINE SERVICES, LLC,
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By: Jeffrey T. Canon
Jeffrey T. Canon, Manager

PROENERGY CONTRACTING SERVICES, LLC,
a Missouri limited liability company

By: Jeffrey T. Canon
Jeffrey T. Canon, Manager

PROSTEEL MANUFACTURING, INC.,
a Missouri corporation

By: Jeffrey T. Canon
Jeffrey T. Canon, President

PROENERGY PACKAGING SOLUTIONS, LLC,
a Missouri limited liability company

By: Jeffrey T. Canon
Jeffrey T. Canon, Manager

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK,
an Ohio banking corporation

By: _____
Jessica English, Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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a Delaware corporation

By: _____
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a Missouri corporation

By: _____
Jeffrey T. Canon, President
PROENERGY PACKAGING SOLUTIONS, LLC,
a Missouri limited liability company

By: _____
Jeffrey T. Canon, Manager

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK,
an Ohio banking corporation

By: Jessica English
Jessica English, Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Asset Type	Countries	Description/Title	Registration Number/Serial Number	Status	Owner
SERVICE MARK	US	"ProEnergy Services" (design plus words)	Reg. No. 2775638	Registered 10/21/03	ProEnergy Services, LLC
SERVICE MARK	US	"ProEnergy Services" (standard characters)	Serial No. 77/855,153	Filed 10/22/09	ProEnergy Services, LLC