

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
Washington Air Compressor Rental Co.		06/20/2013	CORPORATION: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	Marquette Business Credit, Inc.		
Street Address:	5910 N. Central Expressway		
Internal Address:	Suite 1900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3392819	MUCH MORE THAN AIR COMPRESSORS!	
Registration Number:	3048089	WASHINGTON AIR COMPRESSOR RENTAL CO.	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-443-5707		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Jordan Myers, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street N.E., Ste. 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2050284-0061 WASHINGTON A		
NAME OF SUBMITTER:	Latosha E. Allen		

OP \$65.00 3392819

Signature:	/Latosha E. Allen/
Date:	06/27/2013
Total Attachments: 6 source=Grant of Security Interest in Trademarks#page1.tif source=Grant of Security Interest in Trademarks#page2.tif source=Grant of Security Interest in Trademarks#page3.tif source=Grant of Security Interest in Trademarks#page4.tif source=Grant of Security Interest in Trademarks#page5.tif source=Grant of Security Interest in Trademarks#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, WASHINGTON AIR COMPRESSOR RENTAL CO., a District of Columbia corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule A attached hereto; and

WHEREAS, MARQUETTE BUSINESS CREDIT, INC., a Minnesota corporation (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan and Security Agreement, dated as of June 20, 2013, between the Grantor and the Grantee (as amended from time to time, the "**Loan Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) all proceeds of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

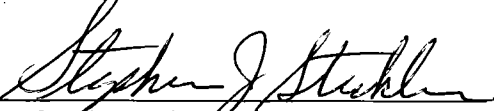
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan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

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:

WASHINGTON AIR COMPRESSOR RENTAL CO.

By: 

Name: Stephen J. Stecklein

Title: Executive Vice President

GRANTEE:

MARQUETTE BUSINESS CREDIT, INC.

By: _____

Name: Todd Pacifico

Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:

WASHINGTON AIR COMPRESSOR RENTAL CO.

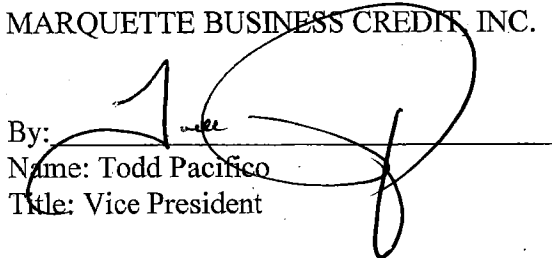
By: _____

Name: Stephen J. Stecklein

Title: Executive Vice President

GRANTEE:

MARQUETTE BUSINESS CREDIT INC.

By:  _____

Name: Todd Pacifico

Title: Vice President

STATE OF Maryland)
COUNTY OF Prince George's)

On this ~~19th~~ day of June, 2013, before me personally came Stephen J. Stecklein, to me known, who, being by me duly sworn did depose and say that he is the Executive Vice President of WASHINGTON AIR COMPRESSOR RENTAL CO., a District of Columbia corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Catherine Mary Littleton
Notary Public

My Commission Expires: March 18, 2017

STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 2013, before me personally came Todd Pacifico, to me known, who, being by me duly sworn did depose and say that he is a Vice President of MARQUETTE BUSINESS CREDIT, INC., a Minnesota corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2013, before me personally came Stephen J. Stecklein, to me known, who, being by me duly sworn did depose and say that he is the Executive Vice President of WASHINGTON AIR COMPRESSOR RENTAL CO., a District of Columbia corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

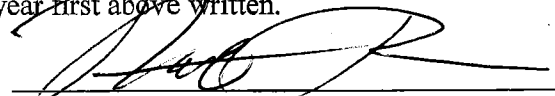
Notary Public

My Commission Expires: _____

STATE OF GA)
)
COUNTY OF Cobb)

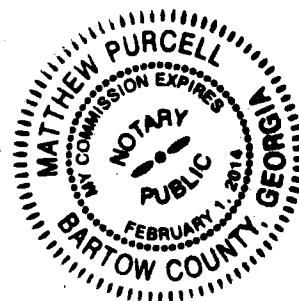
On this 18 day of June, 2013, before me personally came Todd Pacifico, to me known, who, being by me duly sworn did depose and say that he is a Vice President of MARQUETTE BUSINESS CREDIT, INC., a Minnesota corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 2-1-14



Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
US	MUCH MORE THAN AIR COMPRESSORS!	3392819	March 4, 2008	Washington Air Compressor Rental Co.
US	WASHINGTON AIR COMPRESSOR RENTAL CO.	3048089	January 24, 2006	Washington Air Compressor Rental Co.