

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		08/23/2013	banking corporation: OHIO
RECEIVING PARTY DATA			
Name:	U.S. Water Services, Inc.		
Street Address:	12270 43rd Street		
City:	St. Michael		
State/Country:	MINNESOTA		
Postal Code:	55376		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3691658		
Serial Number:	77629464	U.S. WATER SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-94		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		

Date:

08/26/2013

Total Attachments: 4

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**TERMINATION AND RELEASE  
OF  
PATENT AND TRADEMARK SECURITY AGREEMENT**

**TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT** dated as of August 23, 2013, by FIFTH THIRD BANK, an Ohio banking corporation (the "Secured Party").

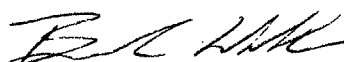
**WHEREAS**, U.S. WATER SERVICES, INC., a Minnesota corporation (the "Grantor") and the Secured Party entered into a Patent and Trademark Security Agreement, dated as of January 4, 2011 (the "Security Agreement") which Security Agreement was recorded with the United States Patent and Trademark Office on April 18, 2011, at Reel 004523, Frame 0838 for the purpose of collateral security for all indebtedness and obligations of the Grantor to the Secured Party arising under a certain Loan and Security Agreement (as defined in the Security Agreement);

**WHEREAS**, pursuant to the Loan Agreement and the Security Agreement, the Grantor pledged and assigned to the Secured Party, and granted the Secured Party a security interest with power of sale in, the Patents (as defined in the Security Agreement), including, without limitation, the patents listed on Exhibit A hereto, and the Trademarks (as defined in the Security Agreement) including, without limitation, the marks listed on Exhibit B hereto. The Patents and the Trademarks are referred to herein collectively as the "Intellectual Property"; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in the Intellectual Property as herein provided:

**NOW, THEREFORE**, for valuable consideration the Secured Party hereby terminates and releases its security interest in the Intellectual Property, including, without limitation, the Patents listed on Exhibit A hereto and the Trademarks listed on Exhibit B hereto, and the Secured Party hereby assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such Intellectual Property, effective as of the date set forth above.

**FIFTH THIRD BANK**

By:   
Name: Brandon Wallace  
Title: Assistant Vice President

{Z0022987/2 }


**TRADEMARK  
REEL: 005098 FRAME: 0025**

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IL )  
COUNTY OF COOK ) ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2013, by Brandon Wallace, an Assistant Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation.



  
Notary Public

**EXHIBIT A**

**UNITED STATES ISSUED PATENTS**

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

**UNITED STATES PATENT APPLICATIONS**

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


**FOREIGN ISSUED PATENTS**

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
	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>Application / Serial Number</u>	<u>Application Date</u>
	77-629,464	December 9, 2008

FOREIGN ISSUED TRADEMARKS

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

Exh. B-1

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