

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
BMO HARRIS BANK N.A., successor by merger to M&I Marshal & Illsey Bank		07/29/2013	banking corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	PROGRESSIVE ENVIRONMENTAL SERVICES, INC.
Street Address:	1531 South Grove Avenue, Suite 104
City:	Barrington
State/Country:	ILLINOIS
Postal Code:	60010
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4286611	SWS ENVIRONMENTAL SERVICES
Registration Number:	4286612	SWS ENVIRONMENTAL SERVICES

CORRESPONDENCE DATA

Fax Number: 6123713907
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612 371 3970
 Email: tmg@lindquist.com
 Correspondent Name: LINDQUIST & VENNUM LLP
 Address Line 1: 80 South Eighth Street, 4200 IDS Center
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	519667.0007
NAME OF SUBMITTER:	CONNIE HEIKKILA

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Signature:	/connieheikkila/
Date:	02/19/2014
Total Attachments: 2 source=BMO_20140219143636#page1.tif source=BMO_20140219143636#page2.tif	

RELEASE OF LIENS AND SECURITY INTERESTS

This Release of Liens and Security Interests ("Agreement") is entered into and dated effective as of July 29, 2013 by and between BMO HARRIS BANK N.A., successor-by-merger to M & J Marshal & Illsey Bank ("Secured Party") and PROGRESSIVE ENVIRONMENTAL SERVICES, INC. ("Progressive").

INTRODUCTION

A. Progressive is the owner of two U.S. trademark registrations for SWS ENVIRONMENTAL SERVICES, U.S. Registration No. 4,286,611, and SWS ENVIRONMENTAL SERVICES and Design, U.S. Registration No. 4,286,612 (collectively the "Trademarks").

B. Progressive, SOUTHERN WASTE SERVICES, INC., a Florida corporation ("Southern Waste"), EAGLE CONSTRUCTION AND ENVIRONMENTAL SERVICES, LLC, a Delaware limited liability company ("Eagle"; and together, Progressive, Southern Waste and Eagle are individually and collectively referred to herein as, "Borrower") and Secured Party are parties to a certain Second Amended and Restated Loan Agreement dated as of July 10, 2010, ("Loan Agreement"), pursuant to which Borrower granted to Secured Party a security interest in and to all of the present and future right, title and interest in the Trademarks to secure the payment and performance of obligations.

C. Borrower has satisfied all of its obligations under the Loan Agreement, and the parties now desire to release all security interests, including without limitation, any security interest in the Trademarks in favor of Secured Party granted pursuant to the Loan Agreement, in each case in accordance with the terms and conditions set forth herein.

AGREEMENT

For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Release of Security Interest. Secured Party does hereby RELEASE AND RELINQUISH, WITHOUT RECOURSE REPRESENTATION OR WARRANTY OF ANY KIND unto Borrower, its successors and assigns, all security interests, charges and encumbrances granted by Borrower in favor of Secured Party pursuant to the Loan Agreement in the Trademarks (the "Released Intellectual Property").

2. Further Cooperation. Secured Party shall, at the Borrower's expense, upon reasonable request of Borrower, execute and deliver to Borrower, or register, or arrange to have registered by its agent, all such other and further terminations and releases under the Uniform Commercial Code or the laws of the United States or other countries related to patents, trademarks, or copyrights, registrations or discharges of security interests in respect of intellectual property or other instruments as may be required in order to release and relinquish all liens with respect to the Released Intellectual Property arising under the Loan Agreement, in each case in form and substance satisfactory to Secured Party.

3. Authority. Each party represents and warrants that it has the right and authority to execute this Agreement. Secured Party further represents and warrants that the security interests granted under or pursuant to the Loan Agreement have not been assigned by Secured Party to any other party.

4. Breach of this Agreement. In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief provided by law, such costs and expenses as may be reasonably incurred by the prevailing party, including court costs, reasonable attorney's fees and all other reasonable costs and expenses.

5. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

6. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

7. Governing Law. THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THE SAME ARE GOVERNED BY APPLICABLE FEDERAL LAW.

PROGRESSIVE:

Progressive Environmental Services, Inc.

By: _____
Its: CEO

SECURED PARTY:

BMO Harris Bank N.A., successor-by-merger
to M & I Marshall & Ilsey Bank

By: _____
Its: VP