

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319859

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ProAct Services Corporation		10/10/2014	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Merchants Bank, National Association		
<b>Street Address:</b>	10333 North Meridian Street		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46290		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86268657	PROACT SERVICES CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172371000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	317-237-1089		
<b>Email:</b>	tmindy@faegrebd.com		
<b>Correspondent Name:</b>	Louis T. Perry		
<b>Address Line 1:</b>	300 N. Meridian Street		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	979975.000040		
<b>NAME OF SUBMITTER:</b>	Louis T. Perry		
<b>SIGNATURE:</b>	/Louis T. Perry/		
<b>DATE SIGNED:</b>	10/13/2014		
<b>Total Attachments: 7</b>			
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**PATENT AND TRADEMARK**  
**SECURITY AGREEMENT**

This PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of October 10, 2014, by PROACT SERVICES CORPORATION, a Michigan corporation ("Grantor"), in favor of FIRST MERCHANTS BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Patent Collateral and the Trademark Collateral;

WHEREAS, Grantor and Lender are parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") pursuant to which, among other things, Lender makes certain loans and other financial accommodations to Grantor.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Grantor enter into a Security Agreement, dated as of the date hereof, in favor of Lender (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (b) the Grantor execute this Patent and Trademark Security Agreement in order to grant a security interest in favor of Lender to secure the Obligations (as defined in the Credit Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Lender and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Lender a continuing 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 "Patent Collateral"):

- (a) all Patents owned by Grantor, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of 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 Patent.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing security interest in all of Grantor's rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all Trademarks owned by Grantor, including those referred to on Schedule II hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

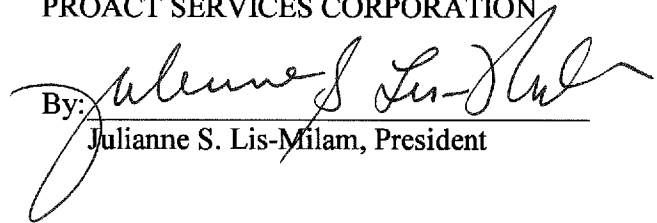
Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of "Statement of Use" with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule II to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of filing a Statement of Use.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral and 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.

*Signature page follows*

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

PROACT SERVICES CORPORATION

By:   
Julianne S. Lis-Milam, President

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Joe Peterson

Director, Debt Capital Markets and Structured Finance

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

PROACT SERVICES CORPORATION

By: \_\_\_\_\_  
Julianne S. Lis-Milam, President

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Joe Peterson  
Director, Debt Capital Markets and Structured Finance



SCHEDULE I  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT  
**PATENT REGISTRATIONS**

Patents:

None.

Patent Applications:

<b>Patent</b>	<b>Country</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Applicant</b>
SRS Trailer Patent – System and Method for the Treatment of Wastewater	United States	13/470,894	May 14, 2012	Frank Smiddy
SRS Trailer Patent – System and Method for the Treatment of Wastewater	United States	13/470,915	May 14, 2012	Frank Smiddy
Triple Trailer Patent App – System and Method for the Treatment of Wastewater	United States	13/947,883	July 22, 2013	Borrower
	United States	14/275,579	May 12, 2014	Borrower



SCHEDULE II  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

<b>Country</b>	<b>Trademark</b>	<b>Case Status</b>	<b>Filing Date</b>	<b>Official No.</b>	<b>Case Reference</b>
United States	PROACT SERVICES	Pending/ Application Filed	May 1, 2014	86/268657	103735-0104