

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANAIR PRODUCTS, LLC		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
CLEAN BURN, LLC		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WHEATON BANK & TRUST COMPANY		
Street Address:	211 S. Wheaton Avenue		
City:	Wheaton		
State/Country:	ILLINOIS		
Postal Code:	60187		
Entity Type:	Illinois Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3925293	LANAIR	
Registration Number:	1253719	LANAIR	
Registration Number:	2715083	CLEAN BURN	
Registration Number:	3539746	CLEAN BURN	
Registration Number:	3542895	CLEAN BURN	
CORRESPONDENCE DATA			
Fax Number:	2486451568		
<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>			
Phone:	248-645-1483		
Email:	tmg@h2law.com		
Correspondent Name:	HOWARD & HOWARD ATTORNEYS PLLC		
Address Line 1:	450 WEST FOURTH STREET		
Address Line 4:	ROYAL OAK, MICHIGAN 48067-2557		
ATTORNEY DOCKET NUMBER:	110882.00001		
NAME OF SUBMITTER:	Michael J. Minna		
SIGNATURE:	/Michael J. Minna/		
DATE SIGNED:	10/21/2014		

TRADEMARK

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended or modified from time to time, including amendments and restatements thereof in its entirety, hereinafter referred to as the "*Agreement*") is dated as of this 1st day of October, 2014, by and among Lanair Products, LLC, a Delaware limited liability company ("*Lanair*"), and Clean Burn, LLC, a Delaware limited liability company ("*Clean Burn*;" Lanair and Clean Burn are each a "*Debtor*" and together the "*Debtors*") each with their principal place of business and mailing address at 4109 Capital Circle Dr., Janesville, WI 53546, and Wheaton Bank & Trust Company, an Illinois chartered bank ("*Secured Party*"), with its mailing address at 211 S. Wheaton Avenue, Wheaton, IL 60187.

A. WHEREAS, the Debtors, Rock Energy Systems, LLC, a Delaware limited liability company ("*Rock*"), and Secured Party are entering into a certain Loan and Security Agreement bearing even date herewith (said agreement, as the same may be amended, modified, or restated from time to time, hereinafter referred to as the "*Loan Agreement*;" terms not otherwise defined herein shall have the meanings provided for in the Loan Agreement);

WHEREAS, the Loan Agreement secures the payment and performance of all Obligations of the Borrowers as further described therein;

WHEREAS, in connection with the Loan Agreement, the Debtors and the Secured Party desire to enter into this Agreement.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtors hereby assign, mortgage and pledge and grant to the Secured Party a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtors and Rock as set out in the Loan Agreement.

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending

without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as any Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Agreement shall operate only to create a security interest for collateral purposes in favor of the Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

Lanair Products, LLC, a Delaware limited liability company

By: [Signature]

Name: Barry A. Brandt

Title: Manager, President and Chief Executive Officer

STATE OF WI)
) SS.
COUNTY OF Rock)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Barry A. Brandt, the Manager, President and Chief Executive Officer, of Lanair Products, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, President and Chief Executive Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of September, 2014
[Signature]
Notary Public

My Commission Expires:

[Seal] 7/19/15

Accepted and agreed to as of the date and year last above written.

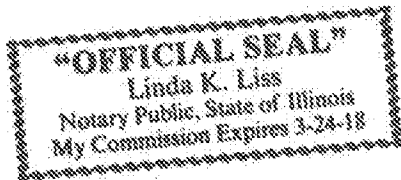
WHEATON BANK & TRUST COMPANY, AN ILLINOIS CHARTERED BANK

By: [Signature]
Name: Adam Fuchs
Title: VP

STATE OF Ill)
COUNTY OF DuPage) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Adam Fuchs, the VP of WHEATON BANK & TRUST COMPANY, AN ILLINOIS CHARTERED BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Adam Fuchs, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said chartered bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of Sept, 2014.
[Signature]
Notary Public



My Commission Expires:
3-24-18

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

LANAIR PRODUCTS, LLC

Trademark Report by Mark

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
LANAIR							
AUSTRALIA	LANAIR-1	6/25/1999	798270	6/25/1999	798270	REGISTERED	
CHINA	LANAIR-21002	7/5/2012	11167273			PUBLISHED	11
RUSSIA	LANAIR-11002	5/17/2002	262121			PENDING	
RUSSIA	LANAIR-2	5/17/2002	2002710099	1/20/2004	262121	REGISTERED	
UNITED STATES	LENANCOR-11001	10/16/1989	74/831,539	12/4/1990	1,625,658	ABANDONED	11
UNITED STATES	LANAIR-11004	7/8/2010	85/080,545	3/1/2011	3,925,293	REGISTERED	11
LANAIR (TM)							
UNITED STATES	LENANCOR-1	12/26/1981	73/343,584	7/12/1983	1,245,177	ABANDONED	11
LANAIR AND DESIGN							
CHINA	LANAIR-21003	7/5/2012	11167272			PUBLISHED	11
UNITED STATES	LANAIR-11003	1/11/1982	73/345,174	10/11/1983	1,253,719	REGISTERED	11
						END OF REPORT	TOTAL ITEMS SELECTED =
							9

CLEAN BURN, LLC

Trademark Report by Mark

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CLEAN BURN							
CHINA	CLEABUR-2	7/5/2012	11167275			PUBLISHED	11
RUSSIA	CLEABUR-10	7/9/2012	2012723571	4/3/2014	510264	REGISTERED	
UNITED STATES	CLEABUR-1\005			5/13/2003	2,715,063	REGISTERED	
CLEAN BURN AND DESIGN							
CHINA	CLEABUR-2\002	7/5/2012	11167274			PUBLISHED	11
CLEAN BURN Logo							
JAPAN	CLEABUR-2\003				4650299	REGISTERED	11
UNITED STATES	CLEABUR-1\006			12/2/2008	3,539,746	REGISTERED	
CLEAN BURN LOGO (NEW B&W LOGO)							
UNITED STATES	CLEABUR-1\007			12/9/2008	3,542,895	REGISTERED	
CLEAN BURN LOGO (OLD LOGO)							
EUROPEAN UNION (CT	CLEABUR-1			1/11/2002	2533032	REGISTERED	
JAPAN	CLEABUR-1\004			3/7/2003	4,650,299	REGISTERED	
SOUTH KOREA	CLEABUR-1\002			12/11/2002	537,003	REGISTERED	
UNITED STATES	CLEABUR-1\003			12/24/2002	2,665,643	DROPPED	
END OF REPORT						TOTAL ITEMS SELECTED =	11