

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Underground Technology, Inc.		02/27/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3930248	SITE	
Registration Number:	3949962	SITE	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<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:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, D.C. 20037		
ATTORNEY DOCKET NUMBER:	042802-0000084		
NAME OF SUBMITTER:	Patrick J. Jennings		
SIGNATURE:	/Pat Jennings/		
DATE SIGNED:	03/04/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 27, 2015 (the “**Effective Date**”) by **MIDWEST UNDERGROUND TECHNOLOGY, INC.**, an Illinois corporation (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”). Capitalized terms used but not defined herein shall have the respective meanings set forth in the Pledge and Security Agreement referred to below.

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of February 27, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, logos, other source or business identifiers and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing; (iv) all rights to sue for past, present and future infringements thereof; and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes the Collateral Agent to file this Agreement with the United States Patent and Trademark Office.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

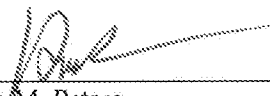
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York without regard to its conflicts of laws provision.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**MIDWEST UNDERGROUND TECHNOLOGY,
INC.,**
as Grantor

By:  _____

Name: Darrin M. Peters

Title: President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005471 FRAME: 0514

BNP PARIBAS, as Collateral Agent


By: 
Name: David Sommer
Title: Managing Director

By: 
Name: Uzo Amadi
Title: Director

[Signature page to Trademark Security Agreement]

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Mark	Country	Serial No./ Filing Date	Reg. No./ Date	Int'l Classes	Owner	Status
SITE SITE	US Federal	77960226 16-MAR-2010	3930248 08-MAR-2011	9 37 42	MIDWEST UNDERGROUND TECHNOLOGY, INC.	Registered
SITE 	US Federal	77960200 16-MAR-2010	3949962 26-APR-2011	9 37 42	MIDWEST UNDERGROUND TECHNOLOGY, INC.	Registered