

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404264

| | | | |
|---|--|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Production Services Associates, LLC | | 11/02/2016 | Limited Liability Company: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Midwest Community Development Fund VII, L.L.C. | | |
| Street Address: | 909 Poydras Street | | |
| Internal Address: | Suite 2230 | | |
| City: | New Orleans | | |
| State/Country: | LOUISIANA | | |
| Postal Code: | 70112 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4568498 | RECYCLETHISCARD | |
| Serial Number: | 86783899 | PSA IMPACT | |
| Registration Number: | 3616826 | EFFECTIVE EFFICIENCY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3146673633 | | |
| <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: | 314-552-6000 | | |
| Email: | ipdocket@thompsoncoburn.com | | |
| Correspondent Name: | Thompson Coburn LLP/William A. Holtz | | |
| Address Line 1: | One US Bank Plaza | | |
| Address Line 4: | St. Louis, MISSOURI 63101 | | |
| NAME OF SUBMITTER: | William Holtz | | |
| SIGNATURE: | /William A. Holtz/ | | |
| DATE SIGNED: | 11/02/2016 | | |
| Total Attachments: 5 | | | |
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THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF THAT CERTAIN AMENDED AND RESTATED SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED IN ACCORDANCE WITH ITS TERMS, THE "SUBORDINATION AGREEMENT") DATED AS OF NOVEMBER 2, 2016, BY AND AMONG JPMORGAN CHASE BANK, N.A., A NATIONAL BANKING ASSOCIATION ("SENIOR LENDER"), MIDWEST COMMUNITY DEVELOPMENT FUND VII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("SUBORDINATE LENDER"), AND THE OBLIGORS AND OTHER PARTIES PARTY THERETO, WHICH SUBORDINATION AGREEMENT IS INCORPORATED HEREIN BY REFERENCE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) NO PAYMENT ON ACCOUNT OF PRINCIPAL, INTEREST, FEES OR OTHER AMOUNTS SHALL BECOME DUE OR BE PAID EXCEPT IN ACCORDANCE WITH THE TERMS OF THE SUBORDINATION AGREEMENT, AND (II) ANY SECURITY INTEREST, LIEN, PLEDGE OR ENCUMBRANCE GRANTED TO SUBORDINATE LENDER SHALL BE SUBORDINATE TO THE SECURITY INTEREST, LIEN, PLEDGE, OR ENCUMBRANCE GRANTED TO SENIOR LENDER AND SHALL BE ENFORCEABLE ONLY IN ACCORDANCE WITH THE TERMS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 2, 2016, by and between PRODUCTION SERVICES ASSOCIATES, LLC, a Minnesota limited liability company (the "Grantor"), having its chief executive office at 222 South 9th Street, Suite 2880, Minneapolis, MN 55402, and MIDWEST COMMUNITY DEVELOPMENT FUND VII, L.L.C., a Delaware limited liability company, in its capacity as administrative agent (the "Administrative Agent") for the lenders and other secured parties under the Credit Agreement referred to below.

This Agreement is executed pursuant to the terms of (a) that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Borrower and Loan Parties party thereto, the Administrative Agent and the lenders party thereto and (b) that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by the Grantor and the other Persons party thereto in favor of the Administrative Agent. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor, as collateral security for the payment and performance of the Obligations, hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor, including, without limitation, each Trademark listed on Schedule A;

(ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark, with the right, but not the obligation, to sue for and collect damages for such infringement;

(iii) all licenses or rights granted under any Trademark, including, without limitation, any Trademark listed on Schedule A and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(v) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in conjunction with, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Agreement shall terminate and the lien on and security interest in the Trademarks shall be released upon the full and indefeasible payment and performance of the Obligations (other than any outstanding indemnification obligations), or the termination or expiry, on terms reasonably acceptable to the Administrative Agent of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, upon the request and at the sole expense of the Grantor, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademarks granted herein.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**PRODUCTION SERVICES ASSOCIATES,
LLC**

By: [Signature]
Name: Peter M. Krauss
Title: President and Chief Executive Officer

ACKNOWLEDGMENT

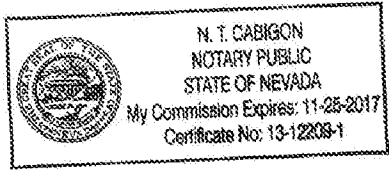
STATE OF Nevada
COUNTY OF Clark

I, NIEVA T. CABIGON, a Notary Public for said County and State, do hereby certify that Peter M. Krauss personally appeared before me this day and stated that he is President and Chief Executive Officer of Production Services Associates, LLC (the "Company") and acknowledged, on behalf of the Company the due execution of the foregoing instrument.

Witness my hand and official seal, this 31st day of October, 2016.

[Signature]
Notary Public

My commission expires:
11-25-2017

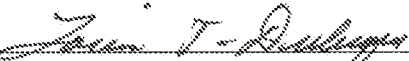


[Trademark Security Agreement - Advantage]

Agreed and accepted as of the date first above written:

**MIDWEST COMMUNITY DEVELOPMENT
FUND VII, L.L.C.**, a Delaware limited liability
company

By: Advantage Capital Community Development
Fund, L.L.C., a Louisiana limited liability company, its
Manager

By: 
Louis T. Dubuque, Authorized Person

[Trademark Security Agreement - Advantage]

TRADEMARK
REEL: 005913 FRAME: 0324

Schedule A to Trademark Security Agreement
 Trademarks and Trademark Applications

| <u>Owner</u> | <u>Mark</u> | <u>Registration Date/Application Date</u> | <u>Registration Number/Application Number</u> |
|--|-------------------------|---|---|
| Production Services Associates, LLC | RECYCLETHISCARD | July 15, 2014 | 4,568,498 |
| Production Services Associates, LLC | PSA IMPACT | October 9, 2015 | 86783899 |
| Production Services Associates, LLC | EFFECTIVE EFFICIENCY | May 5, 2009 | 3616826 |