

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM446890

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP Paribas		10/11/2017	Banking Corporation: FRANCE

RECEIVING PARTY DATA

Name:	PSC INDUSTRIAL OUTSOURCING, LP
Street Address:	5151 San Felipe
City:	Houston
State/Country:	TEXAS
Postal Code:	77506
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1883110	LIFE GUARD
Registration Number:	2320352	PSC
Registration Number:	3329226	PSC
Registration Number:	3551918	TOUGH ON TANKS. CLEANER, FASTER, SAFER.
Registration Number:	4224179	PSC
Registration Number:	4321637	LIVEGREENNOW
Registration Number:	4165292	PROVIDING TOMORROW'S SOLUTIONS TODAY
Registration Number:	4185308	PSC RHINO
Registration Number:	3469449	PSC ROBOJET
Registration Number:	3548243	ROBOJET

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 2028357500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100, Milbank,

Address Line 4: Washington, D.C. 20006

TRADEMARK

ATTORNEY DOCKET NUMBER:	30045.98051
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	10/11/2017
Total Attachments: 10 source=PSC - IP Release (Second Lien)#page1.tif source=PSC - IP Release (Second Lien)#page2.tif source=PSC - IP Release (Second Lien)#page3.tif source=PSC - IP Release (Second Lien)#page4.tif source=PSC - IP Release (Second Lien)#page5.tif source=PSC - IP Release (Second Lien)#page6.tif source=PSC - IP Release (Second Lien)#page7.tif source=PSC - IP Release (Second Lien)#page8.tif source=PSC - IP Release (Second Lien)#page9.tif source=PSC - IP Release (Second Lien)#page10.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of October 11, 2017, by **BNP PARIBAS**, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”), in favor of **PSC INDUSTRIAL OUTSOURCING, LP** (the “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Second Lien Security Agreement, dated as of December 5, 2014, by and among the grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the “Security Agreement”) and (ii) that certain Second Lien Intellectual Property Security Agreement, dated as of December 5, 2014, by and between Grantor and Collateral Agent (the “Intellectual Property Security Agreement”; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, the Copyrights, Patents and Trademarks identified on Schedule A attached hereto (the “IP Security Interest”);

WHEREAS, the Intellectual Property Security Agreement was recorded with (i) the United States Patent and Trademark Office on December 5, 2014 at Reel 5414, Frame 0630 and on December 8, 2014 at Reel 034539, Frame 0323 and (ii) the United States Copyright Office on or about December 8, 2014;

WHEREAS, the Grantor has satisfied in full the terms of the Security Agreement and Intellectual Property Security Agreement and requests a release of the IP Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the IP Security Interest as provided in this Release.


NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Collateral (including, without limitation, the Copyrights, Patents and Trademarks identified on Schedule A attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office, the United States Copyright Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

BNP PARIBAS, as Collateral Agent

By: 
Name: Charles Romano
Title: Director

By: 
Name: Ying Wu
Title: Vice President

Schedule A

[see attached]

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of December 5, 2014, is made by the Persons listed on the signature pages hereof (the "Grantor") in favor of BNP PARIBAS, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Term Loan Agreement referred to below).

WHEREAS, PSC PURCHASER CORP., a Delaware corporation, PSC INDUSTRIAL HOLDINGS CORP., a Delaware corporation, LJ ENERGY SERVICES INTERMEDIATE HOLDING CORP., a Delaware corporation, PSC INDUSTRIAL, INC. and PSC INDUSTRIAL OUTSOURCING, LP, a Delaware limited partnership, have entered into that certain Second Lien Term Loan Agreement dated as of December 5, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), with BNP PARIBAS, as Administrative Agent, and each other Agent and Lender from time to time party thereto. Capitalized terms defined in the Term Loan Agreement and not otherwise defined herein are used herein as defined in the Term Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Term Loan Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Second Lien Security Agreement dated as of December 5, 2014 made by the Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1.01. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, in each case except to the extent the same constitute Excluded Assets.

Section 1.02. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under the Grantor's Guaranty.

Section 1.03. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

Section 1.04. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.


Section 1.05. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 1.06. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PSC INDUSTRIAL OUTSOURCING, LP
By: PSC Industrial, Inc., its general partner

By 
Name: Jeffrey A. Stocks
Title: Chief Financial Officer

Address for Notices:
5151 San Felipe, Suite 1100
Houston, TX 77506

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006180 FRAME: 0414

BNP PARIBAS, as Collateral Agent

By: 

Name: David Sommer

Title: Managing Director

By: 

Name:

Title: Michael Remhild
Director

Schedule A

United States Patents

Registered Patents

Grantor	Country	Patent	Patent No.	Issue Date
PSC Industrial Outsourcing, LP	United States	Truck grounding system	6,127,934	10/3/2000
PSC Industrial Outsourcing, LP	United States	System and process for in tank treatment of crude oil sludges to recover hydrocarbons and aid in materials separation	6,069,002	5/30/2000
PSC Industrial Outsourcing, LP	United States	Method for removing hazardous gases from enclosed structures.	5,634,962	6/3/1997
PSC Industrial Outsourcing, LP	United States	Process for recovering metals from iron oxide bearing masses.	5,728,193	3/17/1998
PSC Industrial Outsourcing, LP	United States	Process for vessel decontamination	5,356,482	10/18/1994 ¹
PSC Industrial Outsourcing, LP	United States	Decontamination of hydrocarbon process equipment	5,389,156	2/14/1995 ¹
PSC Industrial Outsourcing, LP	United States	Method for quick turnaround of hydrocarbon processing units	5,425,814	6/20/1995 ¹
PSC Industrial Outsourcing, LP	United States	Apparatus for dispersion of sludge in a crude oil storage tank	5,460,331	10/24/1995 ¹

¹ Expired patent but within damages recovery period under 35 U.S.C. 286.

Patent Applications

Grantor	Country	Patent	App. No.	Pub. Date	Pub. No.
PSC Industrial Outsourcing, LP	United States	System and method of job safety analysis	13/402,343	7/11/2013	2013179359
PSC Industrial Outsourcing, LP	United States	System and method for electronic time reconciliation	13/751,484	8/1/2013	2013198049
PSC Industrial Outsourcing, LP	United States	Water blasting safety system	14/107,510	Pending	20140203103

Schedule B

United States Trademarks

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
PSC Industrial Outsourcing, LP	United States	LIFE GUARD	1883110	3/7/1995
PSC Industrial Outsourcing, LP	United States	PSC	2320352	2/22/2000
PSC Industrial Outsourcing, LP	United States	PSC and Design	3329226	11/06/2007
PSC Industrial Outsourcing, LP	United States	TOUGH ON TANKS, CLEANER, FASTER, SAFER	3551918	12/23/2008
PSC Industrial Outsourcing, LP	United States	PSC and Design	4224179	10/16/2012
PSC Industrial Outsourcing, LP	United States	LIVEGREENNOW	4321637	4/16/2013
PSC Industrial Outsourcing, LP	United States	PROVIDING TOMORROW'S SOLUTION TODAY	4165292	6/26/2012
PSC Industrial Outsourcing, LP	United States	PSC RHINO and Design	4185308	8/7/2012
PSC Industrial Outsourcing, LP	United States	PSC ROBOJET and Design	3469449	7/15/2008
PSC Industrial Outsourcing, LP	United States	ROBOJET	3548243	12/16/2008

Trademark Applications

None.

Schedule C

United States Copyrights

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Issue Date</u>
PSC Industrial Outsourcing, LP as successor to APLC, Inc.	United States	Hydroblasting Safety and Orientation	PAu002043992	10/30/1995
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	United States	Tube Bundles Det Cord	VAu000486794	10/20/2000
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	United States	Installing Det Cord	VAu000486795	10/20/2000
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	United States	Det Cord Blasting	VAu000486796	10/20/2000
PSC Industrial Outsourcing, LP as successor to Philip Services/Atlanta, Inc.	United States	Hot Stick Deslagging	VAu000486797	10/20/2000
PSC Industrial Outsourcing, LP as successor to Philip ST, Inc.	United States	Clean Tube Bundle	VAu000484712	11/24/2000
PSC Industrial Outsourcing, LP as successor to Philip ST, Inc.	United States	Dirty Tube Bundle	VAu000484713	11/24/2000
PSC Industrial Outsourcing, LP as successor to Advanced Environmental Systems	United States	MSBR Wastewater Treatment Technology	VA0000517119	7/27/1992
PSC Industrial Outsourcing, LP as successor to Advanced Environmental Systems	United States	MSBR Flow Control	VA0000517121	7/27/1992