

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERSINO MANAGEMENT COMPANY		04/05/2017	Corporation: MICHIGAN
MERSINO DEWATERING, INC.		04/05/2017	Corporation: MICHIGAN
MERSINO PROPERTIES COMPANY, LLC		04/05/2017	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, AS AGENT		
Street Address:	285 Riverside Avenue		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4457730	MERSINO	
Registration Number:	3961251	GLOBAL PUMP	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10463		
ATTORNEY DOCKET NUMBER:	93810.00009		
NAME OF SUBMITTER:	CHRISTINE DIONNE		
SIGNATURE:	/CHRISTINE DIONNE/		
DATE SIGNED:	10/16/2017		

CH \$65.00 4457730

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 5th day of April, 2017 by and between **GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC** (“**Agent**”) and **MERSINO MANAGEMENT COMPANY**, a Michigan corporation, **MERSINO DEWATERING, INC.**, a Michigan corporation and **MERSINO PROPERTIES COMPANY, LLC**, a Michigan limited liability company (individually, each a “**Grantor**” and collectively, the “**Grantors**”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “**Loans**”) in the amounts and manner set forth in that certain Credit and Security Agreement by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Intellectual Property Collateral (as defined below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, the Grantors have granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, the Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, the Grantors grant and pledge to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantors’ right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(d) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Grantors connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”); provided that such grant shall not include United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(e) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(f) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(g) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

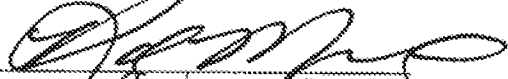
This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

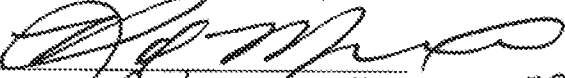
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

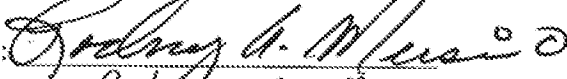
MERSINO MANAGEMENT COMPANY

By: 
Name: Rodney A. Mersino Jr
Title: President

MERSINO DEWATERING, INC.

By: 
Name: Rodney A. Mersino Jr
Title: President

MERSINO PROPERTIES COMPANY, LLC

By: 
Name: Rodney A. Mersino
Title: member

AGENT:

GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, as Agent

By: _____
Name: _____
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

MERSINO MANAGEMENT COMPANY

By: _____
Name: _____
Title: _____

MERSINO DEWATERING, INC.

By: _____
Name: _____
Title: _____

MERSINO PROPERTIES COMPANY, LLC

By: _____
Name: _____
Title: _____

AGENT:

GREAT ROCK CAPITAL PARTNERS MANAGEMENT, LLC, as Agent

By: _____
Name: Jim Boyak
Title: Authorized Signatory

EXHIBIT A

Copyrights

N/A

EXHIBIT B

Patents

N/A

EXHIBIT C

Trademarks

Trademark/Service Mark	Registration No.	Issue Date	Status/Key Dates
Mersino	4457730	12/31/2013	Live
Global Pump	3961251	5/17/2011	Live