

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mersino Dewatering, Inc.		11/30/2017	Corporation: MICHIGAN
Mersino Management Company		11/30/2017	Corporation: MICHIGAN
Mersino Properties Company, LLC		11/30/2017	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	State Bank and Trust Company		
Street Address:	3630 Peachtree Road, N.E., Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Georgia banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85789261	MERSINO	
Serial Number:	85125066	GLOBAL PUMP	
CORRESPONDENCE DATA			
Fax Number:	6785532212		
<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:	678-553-2177		
Email:	collinsj@gtlaw.com		
Correspondent Name:	JoAnne Collins		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	3333 Piedmont Road, NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	133287.012600		
NAME OF SUBMITTER:	JoAnne Collins		
SIGNATURE:	/JoAnne Collins/		
DATE SIGNED:	12/04/2017		

CH \$65.00 85789261

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of November 30, 2017, is made by **MERSINO DEWATERING, INC.**, a Michigan corporation (the "Company"), **MERSINO MANAGEMENT COMPANY**, a Michigan corporation ("Parent"), **MERSINO PROPERTY COMPANY, LLC.**, a Michigan limited liability company (the "Real Estate Affiliate"; Real Estate Affiliate, Parent and the Company, collectively, "Borrowers"), in favor of **STATE BANK AND TRUST COMPANY**, a Georgia banking corporation ("Agent").

Recitals

Borrowers, Agent and the lenders from time to time party thereto (the "Lenders") are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which Borrowers granted Agent a security interest in all or substantially all of its assets.

Borrowers have agreed to execute this Agreement to further evidence the grant to Agent of a security interest in the Trademarks.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2 of this Agreement.

"Trademarks" means all of each Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A; provided that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of the Security Interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Applicable Law.

2. Security Interest. Each Borrower hereby irrevocably pledges and assigns to, and grants Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of each Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Borrowers' Use of the Trademarks. Borrowers shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

4.. Remedies. While an Event of Default exists, Agent may, at its option, take any or all of the following actions:

- (a) Agent may exercise any or all remedies available under the Loan Agreement.
- (b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.
- (c) Agent may enforce the Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, Borrowers shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

5. Miscellaneous. Agent shall not be obligated to preserve any rights Borrowers may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrowers, Agent, Lenders and their respective participants, successors and assigns and shall take effect when signed by Borrowers and delivered to Agent, and Borrowers waive notice of Agent's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

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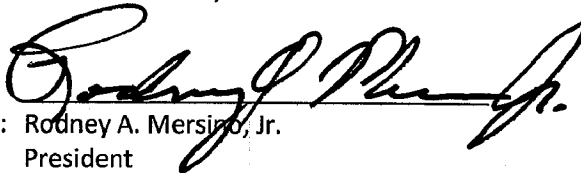
IN WITNESS WHEREOF, Borrower has executed this Trademark Security Agreement as of the date first written above.

MERSINO DEWATERING, INC.

By:

Name: Rodney A. Mersino, Jr.

Title: President

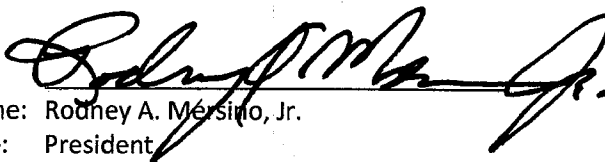


MERSINO MANAGEMENT COMPANY

By:

Name: Rodney A. Mersino, Jr.

Title: President

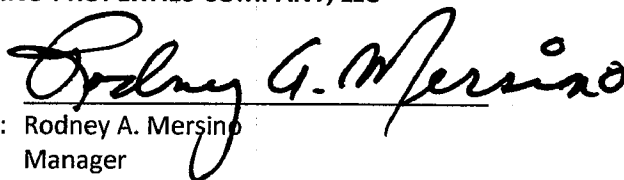


MERSINO PROPERTIES COMPANY, LLC

By:

Name: Rodney A. Mersino

Title: Manager



[MERSINO—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006219 FRAME: 0814

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Mersino	85789261	November 28, 2012	4457730	December 31, 2013
Global Pump	85125066	September 8, 2010	3961251	May 17, 2011

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.