TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENVIRONMENTAL EXPRESS, INC.		11/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NXT CAPITAL, LLC, as Agent
Street Address:	191 North Wacker Drive, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4353012	AUTOBLOCK
Registration Number:	4360293	FILTERMATE
Registration Number:	4360292	FLIPMATE
Registration Number:	4360294	GHOSTWIPE
Registration Number:	4353013	HOTBLOCK
Registration Number:	4360295	MAXFIL
Registration Number:	4327843	QUIKVAP
Registration Number:	4353010	SIMPLEDIST
Registration Number:	4353011	SPE-EXPRESS
Registration Number:	4323833	ULTRAFLOW
Registration Number:	4356994	ZHE+
Serial Number:	85714440	SNIP & POUR
Serial Number:	85714759	SOIL-CELL

OP $340.00 4353012

CORRESPONDENCE DATA

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.027
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	11/06/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of November, 2013, by Environmental Express, Inc., a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of March 11, 2011 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement, dated as of March 11, 2011, among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each registered Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

TRADEMARK
REEL: 005147 FRAME: 0336

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ENVIRONMENTAL EXPRESS, INC.

By _____
Its CEO

Agreed and Accepted

As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By _____
Its _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ENVIRONMENTAL EXPRESS, INC.

By_____
Its _____

Agreed and Accepted

As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By Amanda Fagan
Its Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered
Autoblock	4353012	June 18, 2013
Filtermate	4360293	July 2, 2013
Flipmate	4360292	July 2, 2013
Ghostwipe	4360294	July 2, 2013
Hotblock	4353013	June 18, 20134
Maxfil	4360295	July 2, 2013
Quikvap	4327843	April 30, 2013
Simpledist	4353010	June 18, 2013
Spe-Express	4353011	June 18 2013
Ultraflow	4323833	April 23, 2013
ZHE+	4356994	June 25, 2013

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Applied
Snip & Pour	85714440	August 28, 2012
Soil-Cell	85714759	August 28, 2012