

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
ProEnergy Acquisition Company, Inc.		12/06/2013	CORPORATION: DELAWARE
ProEnergy Services Global, LLC		12/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
The Sibyl Company, Inc.		12/06/2013	CORPORATION: DELAWARE
ProEnergy Holdings, Inc.		12/06/2013	CORPORATION: MISSOURI
Canon Enterprise, LLC		12/06/2013	LIMITED LIABILITY COMPANY: MISSOURI
Energy Parts Solutions, LLC		12/06/2013	LIMITED LIABILITY COMPANY: MISSOURI
PowerPros LLC		12/06/2013	LIMITED LIABILITY COMPANY: MISSOURI
ProEnergy & Affiliates, Inc.		12/06/2013	CORPORATION: MISSOURI
ProEnergy Contracting Services, LLC		12/06/2013	LIMITED LIABILITY COMPANY: MISSOURI
ProEnergy Crafts, Inc.		12/06/2013	CORPORATION: MISSOURI
ProEnergy EPC Services LLC		12/06/2013	LIMITED LIABILITY COMPANY: MISSOURI
ProEnergy Land, LLC		12/06/2013	LIMITED LIABILITY COMPANY: MISSOURI
ProEnergy Packaging Solutions, LLC		12/06/2013	LIMITED LIABILITY COMPANY: MISSOURI
ProEnergy Services, LLC		12/06/2013	LIMITED LIABILITY COMPANY: MISSOURI
ProEnergy Turbine Services, LLC		12/06/2013	LIMITED LIABILITY COMPANY: MISSOURI
ProSteel Manufacturing, Inc.		12/06/2013	CORPORATION: MISSOURI

OP \$90.00 3891990

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh

State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3891990	PROENERGY SERVICES
Registration Number:	2775638	PROENERGY SERVICES
Registration Number:	2777933	PROVIDING THE PRO'S FOR THE ENERGY INDUS

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 215-569-5619
 Email: pecsenye@blankrome.com
 Correspondent Name: Timothy D. Pecsénye
 Address Line 1: One Logan Square
 Address Line 2: 8th Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-13074
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	12/12/2013

Total Attachments: 8
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TRADEMARK AND PATENT SECURITY AGREEMENT

This Trademark and Patent Security Agreement (this "Agreement") is made as of this 6th day of December, 2013, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among (1) PROENERGY HOLDINGS, INC., a Missouri corporation, (2) CANON ENTERPRISE, LLC, a Missouri limited liability company, (3) ENERGY PARTS SOLUTIONS LLC, a Missouri limited liability company, (4) POWERPROS LLC, a Missouri limited liability company, (5) PROENERGY & AFFILIATES INC., a Missouri corporation, (6) PROENERGY ACQUISITION COMPANY, INC., a Delaware corporation, (7) PROENERGY CONTRACTING SERVICES, LLC, a Missouri limited liability company, (8) PROENERGY CRAFTS, INC., a Missouri corporation, (9) PROENERGY EPC SERVICES, LLC, a Missouri limited liability company, (10) PROENERGY LAND, LLC, a Missouri limited liability company, (11) PROENERGY PACKAGING SOLUTIONS, LLC, a Missouri limited liability company, (12) PROENERGY SERVICES GLOBAL, LLC, a Delaware limited liability company, (13) PROENERGY SERVICES, LLC, a Missouri limited liability company, (14) PROENERGY TURBINE SERVICES, LLC, a Missouri limited liability company, (15) PROSTEEL MANUFACTURING, INC., a Missouri corporation, (16) THE SIBYL COMPANY, INC., a Delaware corporation (the foregoing Persons identified in (1) through and including (16), together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(b) all of such Grantor's patents and patent applications (collectively, "Patents"), and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

3. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. **CREDIT AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS.** Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all registered IP Collateral as of the date hereof.

6. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantors' obligations under this Section 6, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new IP Collateral of Grantors identified in such written notice provided by Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

7. **GOVERNING LAW.** This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

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

CANON ENTERPRISE, LLC

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

ENERGY PARTS SOLUTIONS LLC

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

PROENERGY & AFFILIATES, INC.

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

PROENERGY ACQUISITION COMPANY, INC.

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

PROENERGY CONTRACTING SERVICES, LLC

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

PROENERGY CRAFTS, INC.

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

PROENERGY EPC SERVICES, LLC

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

PROENERGY HOLDINGS, INC.

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

PROENERGY LAND, LLC

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

PROENERGY PACKAGING SOLUTIONS, LLC

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

PROENERGY SERVICES GLOBAL, LLC

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

PROENERGY SERVICES, LLC

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

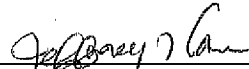
PROENERGY TURBINE SERVICES, LLC

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

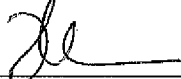
PROSTEEL MANUFACTURING, INC.

By: Jeffrey T. Canon
Name: Jeffrey T. Canon
Title: President

THE SIBYL COMPANY, INC.

By: 
Name: Jeffrey T. Canon
Title: President

POWERPROS LLC

By: 
Name: J. Krista Lowe
Title: Assistant Secretary


ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Keith Moellering
Name: Keith Moellering
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK AND PATENT SECURITY AGREEMENT

I. Trademarks and Trademark Applications

Mark	Owner	App. Date	App.No.	Reg. Date	Reg. No.	Jurisdiction
PROENERGY SERVICES	ProEnergy Services, LLC	10/22/2009	77/855,153	12/21/2010	3,891,990	U.S. Patent & Trademark Office
	ProEnergy Services, LLC	09/12/2002	78/163,280	10/21/2003	2,775,638 Cancelled	U.S. Patent & Trademark Office
PROVIDING THE PROS FOR THE ENERGY INDUSTRY	ProEnergy Services, LLC	09/12/2002	78/163,256	10/28/2003	2,777,933 Cancelled	U.S. Patent & Trademark Office
ProEnergy Services Logo	ProEnergy Services, LLC	N/A	N/A	N/A	N/A	Common Law

II. Patents and Patent Applications

Patent	Owner	App. Date	App.No.	Reg. Date	Reg. No.	Jurisdiction
METHOD AND ASSEMBLY FOR RETROFITTING A GAS TURBINE COMBUSTOR END COVER	ProEnergy Services, LLC	04/29/2011	13/097,536	N/A	N/A	U.S. Patent & Trademark Office