

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J-W Operating Company		06/11/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1700 Lincoln Street, 3rd Floor		
Internal Address:	MAC C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Association: UNKNOWN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1993427	TSV	
Registration Number:	2004239	ACTR	
Registration Number:	1612671	SUPERBURN	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	214-661-7324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Ave, Suite 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	WEL554/39003		
NAME OF SUBMITTER:	Shannon Bertino		
SIGNATURE:	/Shannon Bertino/		
DATE SIGNED:	06/19/2014		
Total Attachments: 5			
source=5 FULLY EXECUTED J-W Operating IP Security Agreement (June 2014)#page1.tif			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 11, 2014, is entered into by J-W OPERATING COMPANY, a Texas corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent (the "Administrative Agent") for the Lenders.

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Pledge and Security Agreement dated as of the date hereof among Grantor, the other "Grantors" party thereto and the Administrative Agent (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor is required to grant a security interest to the Administrative Agent, for the benefit of the Secured Parties, in all of Grantor's Patents, Trademarks, all registrations and recordings thereof and applications (other than "intent to use" applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the Patents and Trademarks listed on Schedule 1 hereto (collectively, the "Secured Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Intellectual Property, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Termination of Security Interest.

Subject to the Credit Agreement and following full payment of the Indebtedness, Administrative Agent shall, at Grantor's sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any Patents and Trademarks currently owned by Grantor or any Patents and Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents and Trademarks in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

J-W OPERATING COMPANY, a Texas corporation

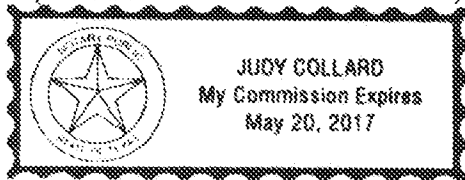
By: *R. Davis*
Richard S. Davis
Vice President of Finance

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On June 11, 2014, before me, the undersigned, a notary public in and for said state and county, personally appeared Richard S. Davis, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President of Finance, on behalf of J-W Operating Company, a Texas corporation, the company herein named, and acknowledged to me that the company executed the within instrument pursuant to its bylaws and/ or the resolutions of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Judy Collard
Notary Public

My Commission Expires:

5-20-2017

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**


By: 
T. Alan Smith
Managing Director

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

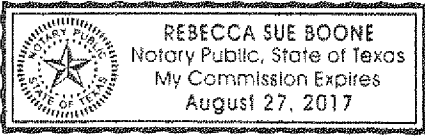
On June 10, 2014, before me, the undersigned, a notary public in and for said state, personally appeared T. Alan Smith, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as a Managing Director on behalf of Wells Fargo Bank, National Association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)


Notary Public

My Commission Expires:



PATENT AND TRADEMARK SECURITY AGREEMENT

Patents:

Name of Grantor	Title	Issue Date	Patent Number
J-W Operating Company	Radially-Valve Compressor with Adjustable Clearance	4/22/1997	5,622,486
J-W Operating Company	4-Stroke, Stratified Gas Engine	3/12/1991	4,998,513
J-W Operating Company	Control System for Engine-Driven Compressor Unit and Method of Operation Thereof	1/29/1985	4,496,286
J-W Operating Company	Two-Cycle Stratified Charge Gas Engine	1/29/1985	4,445,467

Trademarks:

Name of Grantor	Trademark	Registration Date	Registration Number
J-W Operating Company d/b/a J-W Power Company	Typed Drawing – Word Mark – TSV	8/13/1996; Renewed 10/25/2005	1993427
J-W Operating Company d/b/a J-W Power Company	Typed Drawing – Word Mark – ACTR	10/1/1996; Renewed 1/13/2006	2004239
J-W Operating Company d/b/a J-W Power Company	Typed Drawing – Word Mark – SUPERBURN	9/11/1990; Renewed 2/20/2001	1612671