

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		06/01/2015	banking corporation: OHIO
RECEIVING PARTY DATA			
Name:	ENTACT, LLC		
Street Address:	1 E. Oak Hill Drive, Suite 102		
City:	Westmont		
State/Country:	ILLINOIS		
Postal Code:	60559		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2333244	ENTACT	
Registration Number:	2899691	ENTACT	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2834.248		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	06/09/2015		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, ENTACT, LLC, a Delaware limited liability company (“**Company**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 28, 2013 (as heretofore amended, restated, amended and restated, supplemented or otherwise modified, the “**Credit Agreement**”) by and among Fifth Third Bank, an Ohio banking corporation, with a place of business located at 222 W. Riverside Plaza, 30th Floor, Chicago, IL 60606, individually as a Lender and as administrative agent (in such capacity, “**Agent**”) for itself and all other Lenders from time to time a party thereto (“**Lenders**”), Lenders, Company, and ENTACT Environmental Services, Inc., a Delaware corporation (“**Holdings**” and together with Company, “**Borrowers**” and each, a “**Borrower**”), Lenders have made certain commitments to extend certain credit facilities to Borrowers. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of December 28, 2013 (as heretofore amended, restated, amended and restated, supplemented or otherwise modified the “**Security Agreement**”), among Company, Agent and the other grantors named therein, and pursuant to the terms of that certain Grant of Trademark Security Interest dated as of September 30, 2010 (“**Grant of Trademark Security Interest**”) executed by Company, Company has created in favor of Agent a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral;

WHEREAS, the Grant of Trademark Security Interest was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office on October 13, 2010 at Reel 4295, Frame 255; and

WHEREAS, Agent desires to terminate and release the entirety of its security interest in and liens upon the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and sufficiency of which is hereby acknowledged, Agent hereby states as follows:

1. Definitions. The term “**Trademark Collateral**,” as used herein, shall mean all of the Company’s right, title and interest to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (including, without limitation, those items listed on Exhibit A hereto):

(a) all rights, title and interest (including, without limitation, rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in

its business (including, without limitation, the trademarks set forth on Exhibit A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Exhibit A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Release, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

2. Release of Security Interest. Agent hereby (i) terminates the Grant of Trademark Security Interest and (ii) terminates, releases and discharges its lien on and security interest in and to Trademark Collateral, and hereby reassigns any and all right, title or interest that Lenders may have in the Trademark Collateral to the Company. 3. Further Assurances. Agent hereby agrees to, at the sole expense of Borrowers, duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest and liens contemplated hereby.

[Signature page follows.]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of June 1, 2015.

FIFTH THIRD BANK


By: 

Name: KC Becker

Title: SVP

EXHIBIT A

TO RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

<u>Service Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Exp. Date</u>	<u>Services / Class</u>
 ENTACT	75/732,999	2,333,244	06/21/1999	03/21/2000	03/21/2020	Environmental remediation management services (Int. Class 042).
ENTACT	78/272,129	2,899,691	07/09/2003	11/02/2004	11/02/2014	Environmental remediation management services and consultation services thereto (Int. Class 042).