

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

007140.00013

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PROENERGY SERVICES, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other limited liability company

Citizenship (see guidelines) Missouri

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 06/30/2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN CHASE BANK, N.A.

Internal Address: _____

Address: _____

Street Address: 15 East Fifth Street

City: Tulsa

State: Oklahoma

Country: USA Zip: 74103

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other banking assoc. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

77/855,153

B. Trademark Registration No.(s)

2,775,638

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gable & Gotwals

Internal Address: Attn: Paul E. Rossler

Street Address: 100 West Fifth St., Floor 10

City: Tulsa

State: OK Zip: 74103

Phone Number: 918-595-4963

Fax Number: 918-595-4990

Email Address: jplaw@gablelaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

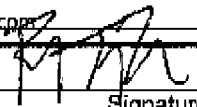
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 501971

Authorized User Name Paul E. Rossler

9. Signature:



Signature

July 19, 2010

Date

Paul E. Rossler

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1460

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Asset Type	Countries	Description/Title	Registration Number/Serial Number	Status	Owner
SERVICE MARK	US	"ProEnergy Services" (design plus words)	Reg. No. 2775638	Registered 10/21/03	ProEnergy Services, LLC
SERVICE MARK	US	"ProEnergy Services" (standard characters)	Serial No. 77/855,153	Filed 10/22/09	ProEnergy Services, LLC

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2010, by **PROENERGY SERVICES, LLC**, a Missouri limited liability company ("Grantor"), in favor of **JPMORGAN CHASE BANK, N.A.**, as Collateral Agent (the "Agent") for the Bond Trustee, the Export-Related Lender, and the Lenders under, and as referred to in, that certain Credit Agreement dated as of June 30, 2010 (as amended, modified or restated from time to time and at any time, the "Credit Agreement") between Borrowers, the Agent, the Issuing Bank, the Administrative Agent, the Export-Related Lender, the Bond Trustee, and the Lenders.

PRELIMINARY STATEMENT

Each Borrower is entering into this Trademark Security Agreement to (i) induce the Lenders to enter into, and extend credit to the Borrowers under, the Credit Agreement; (ii) induce the Export-Related Lender to enter into, and extend credit to the Borrowers under, the Export-Related Loan Documents; (iii) induce The Industrial Development Authority of Pettis County, Missouri (the "Authority") to enter into the Bond Loan Agreement and issue the Bonds described in the Bond Loan Agreement, and to induce the Bondholders to purchase such Bonds; and (iv) secure the Secured Obligations.

ACCORDINGLY, the Borrowers and the Agent, on behalf of the Secured Lenders (as subsequently defined herein), agree 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 OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trademark registrations, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, trademark license rights, other source and product or service identifiers used or associated with or appurtenant to the products, services and business of Grantor and all goodwill associated or symbolized thereby and the use thereof, including those referred to on Schedule I hereto;

(b) all renewals for the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any trademark or any trademark licensed under any trademark license.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted

to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PROENERGY SERVICES, LLC

By: 
Jeffrey T. Canon, President

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
David D. Stratton, Vice President

ACKNOWLEDGMENT PAGE TO TRADEMARK SECURITY AGREEMENT
[ACKNOWLEDGMENTS CONTINUE ON NEXT PAGE]

Signature Page
Trademark Security Agreement – Page 4
(ProEnergy Services, LLC)
{882300;3}

TRADEMARK
REEL: 004245 FRAME: 0176

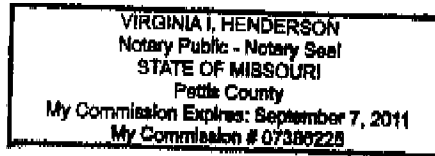
ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
)
COUNTY OF PETTIS) ss.

On this 30th day of June, 2010, before me personally appeared Jeffrey T. Canon, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ProEnergy Services, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Virginia I. Henderson
Notary Public

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ACKNOWLEDGMENT PAGE TO TRADEMARK SECURITY AGREEMENT