

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
Midwest Underground Technology, Inc.		06/28/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77960226	SITE
Serial Number:	77960200	SITE

CORRESPONDENCE DATA

Fax Number: 2026638007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 202.663.8918
 Email: DCTM@pillsburylaw.com
 Correspondent Name: Patrick J. Jennings
 Address Line 1: 2300 N Street, NW
 Address Line 2: Pillsbury Winthrop Shaw Pittman LLP
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037-1122

ATTORNEY DOCKET NUMBER:	042802-84SECURITYAGMNT
NAME OF SUBMITTER:	Patrick Jennings

Signature:	/patrickjennings/
Date:	07/01/2013
Total Attachments: 5 source=BNPP Sabre#page1.tif source=BNPP Sabre#page2.tif source=BNPP Sabre#page3.tif source=BNPP Sabre#page4.tif source=BNPP Sabre#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 28, 2013 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 24, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, logos, other source or business identifiers and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing and (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York without regard to its conflicts of laws provision.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MIDWEST UNDERGROUND
TECHNOLOGY, INC.,
as a Grantor

By: 
Name: Daniel Greenwell
Title: Treasurer & Assistant Secretary


BNP PARIBAS, as Collateral Agent

By: 
Name: **David Sommer**
Title: **Managing Director**

By: 
Name: **Uzo Arinze**
Title: **Director**

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Mark	Country	Serial No./Filing Date	Reg. No./ Date	Int'l Classes	Owner	Status
SITE Cross References: SIGHT SITE	US Federal	77960226 16-MAR-2010	3930248 08-MAR-2011	9 37 42	MIDWEST UNDERGROUND TECHNOLOGY, INC.	Registered
SITE 	US Federal	77960200 16-MAR-2010	3949962 26-APR-2011	9 37 42	MIDWEST UNDERGROUND TECHNOLOGY, INC.	Registered