ETAS ID: TM309085

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INTEGRATED GLOBAL SERVICES, INC.		06/27/2014	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	U.S. BANK NATIONAL ASSOCIATION, as Agent
Street Address:	One U.S. Bank Plaza, 7th & Washington
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1672177	METALSPRAY

### CORRESPONDENCE DATA

Fax Number: 3128637806

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.

Phone: 312-863-7198

nancy.brougher@goldbergkohn.com Email:

Nancy Brougher, Paralegal **Correspondent Name:** 

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2834.216
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	06/30/2014

### **Total Attachments: 8**

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### PATENT AND TRADEMARK SECURITY AGREEMENT

Reference is hereby made to that certain Loan Agreement dated as of June 27, 2014, by and among Integrated Global Services, Inc., a Delaware corporation ("Borrower"), the Lenders from time to time party thereto and U.S. Bank National Association, as the Swing Line Lender, the L/C Issuer and the Agent, as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Patent and Trademark Security Agreement (this "Agreement") shall have the respective meanings ascribed to them in the Loan Agreement.

This Agreement is made as of the 27th day of June, 2014, by the Borrower, (the "Debtor") in favor of the Agent for the benefit of the Senior Secured Creditors.

### WITNESSETH:

WHEREAS, the Borrower, the Agent, the L/C Issuer, and the Lenders are herewith entering into the Loan Agreement;

WHEREAS, as a condition precedent to the Agent, the L/C Issuer, and the Lenders entering into the Loan Agreement, the Agent, the L/C Issuer, and the Lenders have required that the Debtor execute and deliver this Agreement to the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders;

WHEREAS, in order to induce the Agent, the L/C Issuer, and the Lenders to enter into the Loan Agreement, the Debtor has agreed to execute and deliver this Agreement to the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by the Debtor and certain Affiliates of Debtor in favor of the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Security Agreement"), pursuant to which the Debtor has granted to the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders a security interest in and lien on, among other things, all of the Debtor's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, patent applications, trademarks, trademark applications and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by the Debtor and all cash and non-cash proceeds thereof.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Agent as follows:

- 1. Grant of Security Interest. For value received, the Debtor hereby grants the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):
- (a) all patents and patent applications owned by such Debtor, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (q) are hereinafter collectively referred to herein as the "Patents");
- (b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names and common law rights in the foregoing, in each case owned by such Debtor, including, without limitation, each trademark registration and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time); and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (r) are hereinafter collectively referred to herein as the "Trademarks");
- (c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and
- (d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations and (ii) any and all costs of collection, including, without limitation, reasonable and documented attorneys' fees and out-of-pocket expenses, incurred by the Agent, the L/C Issuer, and/or any

Lender upon the occurrence of an Event of Default, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Agent, the L/C Issuer, and/or any Lender in connection with any bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

Notwithstanding the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any Excluded Property (as defined in the Security Agreement), which includes intent-to-use trademark applications as further set forth in the Security Agreement.

- 2. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 3. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of New York (without reference to conflict of law principles); it being understood that, to the extent that the Uniform Commercial Code requires the application of the laws of another jurisdiction with respect to the perfection, the effect of the perfection or non-perfection and/or the priority of the security interests and liens created by this Agreement, the laws of such other jurisdiction shall apply to such matters.

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IN WITNESS WHEREOF, the Debtor has executed this Patent and Trademark Security Agreement as of the the date first set forth above.

INTEGRATED GLOBAL SERVICES,

INC.

By / / //
Name: /Larry Gumprich

Title: Chief Financial Officer

### SCHEDULE A

<u>Patents</u>

None

### SCHEDULE B

### Patent Applications

Company	Ownership/ Assignment	Docket Number	Country	Title	Application Number	Applicati on Date	Publication Number	Publication Date
Integrated Global Services,	Integrated Global Services, Inc.	IGSP.P00 01US	United States of America	APPARATUS AND METHOD FOR LARGE	13/633717	10/2/2012	US2014/0090560 A1	4/3/2014
Inc.				PARTICLE ASH SEPARATION				
				FROM FLUE GAS USING SCREENS				
				HAVING SEMI- ELLIPTACAL				
				CYLINDER SURFACES				

Company	Ownership/ Assignment	Docket Number	Country	Title	Application Number	Application Date	Registration Number	Registration Date
Integrated Global Services, Inc.	Integrated Global Services, Inc.	IGSP.D00 01US	United States of America	HIGH SURFACE AREA ASH REMOVAL SCREEN	29/452332	4/15/2013	Pending	Pending
Integrated Global Services, Inc.	Integrated Global Services, Inc.	IGSP.D00 02US	United States of America	COATED SCREEN FOR LARGE PARTICLE ASH CONTROL	29/452079	4/11/2013	Pending	Pending

Schedule B

## Schedule C – Page 1

### SCHEDULE C

# U.S. Registered Trademarks

MARK	SERIAL	STATUS	REGISTRATION	REGIS.	OWNER INFORMATION
	NUMBER		NUMBER	DATE	
Metalspray	73/833,522	Registered	1,672,177	01/14/1992	Integrated Global Services, Inc.

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SCHEDULE D

U.S. Applications for Trademark Registration

None

RECORDED: 06/30/2014