

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ET Works, LLC		08/06/2014	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1 E. Ohio Street		
Internal Address:	Floor 04		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204-1912		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2247093	APACHE	
Registration Number:	4360146	SPRAY SMARTER.COM	
Registration Number:	4427559	GUARDIAN	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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>			
Email:	brian.mcginis@btlaw.com		
Correspondent Name:	Brian J. McGinnis		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	35340-39		
NAME OF SUBMITTER:	Brian J. McGinnis		
SIGNATURE:	/bmcginis/		
DATE SIGNED:	08/15/2014		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ET WORKS, LLC, an Indiana limited liability company (the "Grantor"), hereby grants to JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (e) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (g) the right to sue for past, present and future infringements thereof, (h) all rights corresponding thereto, (i) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (j) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, and others, and the Grantee, dated as of August 8, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 10 day of August, 2014.

ET WORKS, LLC, as Grantor

By: [Signature]
Matthew F. Hays, President

STATE OF INDIANA)
)SS:
COUNTY OF Morgan

Before me, a Notary Public in and for said County and State, personally appeared Matthew F. Hays, known to me to be the President of ET WORKS LLC, and acknowledged the execution of the foregoing Grant of Security Interest in United States Trademarks for and on behalf of said limited liability company.

Witness my hand and Notarial Seal, this 10 day of August, 2014.

[Signature]
Notary Public - Signature

Audrey D. Brawley
Notary Public - Printed

My Commission Expires:
5/21/15

My County of Residence:
Morgan

[Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as Grantee

By: Linda Kaiser
Name: Linda Kaiser
Title: Banker III

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared LINDA KAISER, known to me to be a Banker III of JP MORGAN CHASE BANK, N.A., and acknowledged the execution of the foregoing Grant of Security Interest in United States Trademarks for and on behalf of said national banking association.

Witness my hand and Notarial Seal, this 7th day of August, 2014.

Diane L. Lander
Notary Public - Signature

DIANE L. LANDER
Notary Public - Printed

My Commission Expires:
5-15-15

My County of Residence:
HENDRICKS

[Trademark Security Agreement]

TRADEMARK
REEL: 005345 FRAME: 0023

SCHEDULE A

Trademarks

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
APACHE	2,247,093	5/25/1999
SPRAYSMARTER.COM	4,360,146	7/2/2013
GUARDIAN	4,427,559	11/5/2013