

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opterra Energy Group, Inc.		08/29/2014	CORPORATION: DELAWARE
Opterra Energy Services, Inc.		08/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company, as Administrative Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86305307	VIRON ENERGY SOLUTIONS	
Registration Number:	4266650	OPTERRA ENERGY GROUP	
Registration Number:	4266651		
Registration Number:	4119101	OPTERRA ENERGY GROUP	
Registration Number:	2634095	UTILITYVISION	
Registration Number:	4376733	ENVISION	
Serial Number:	86064488	THE CAPACITY PROJECT	
Serial Number:	86064506	THE CAPACITY PROJECT	
Serial Number:	86064494	THE CAPACITY PROJECT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	339038-56		

CH \$240.00 86305307

NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	10/01/2014
Total Attachments: 6 source=17 Trademark Security Agreement (3)#page1.tif source=17 Trademark Security Agreement (3)#page2.tif source=17 Trademark Security Agreement (3)#page3.tif source=17 Trademark Security Agreement (3)#page4.tif source=17 Trademark Security Agreement (3)#page5.tif source=17 Trademark Security Agreement (3)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 29th day of August, 2014 by OPTERRA ENERGY GROUP, INC., a Delaware corporation and OPTERRA ENERGY SERVICES, INC., a Delaware corporation (each a “**Grantor**” and, collectively, “**Grantors**”), in favor of THE PRIVATEBANK AND TRUST COMPANY, in its capacity as Administrative Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, the “**Grantee**”):

W I T N E S S E T H

WHEREAS, BLUESTONE ENERGY SERVICES, LLC, a Delaware limited liability company, ENERGY CONTROL INC., a New Mexico corporation, and Grantors (together with each other Person that from time to time becomes a borrower thereunder pursuant to the terms thereof, are referred to herein as, the “**Borrowers**”), the financial institutions party thereto from time to time, as Lenders, and Grantee, have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Collateral Agreement**”), among Grantors, Grantee and the other Loan Parties, Grantors have granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guaranty and Collateral Agreement), including registrations and applications therefore, together with the goodwill of the business symbolized by Grantors’ Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Guaranty and Collateral Agreement. The Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Collateral Agreement. If there is a conflict between the Guaranty and Collateral Agreement and this Agreement, the terms of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Guaranty and Collateral Agreement), each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guaranty and

Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (a) each Trademark listed on Schedule A annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (b) all products and proceeds of the foregoing, including without limitation, any claim by a Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Excluded Collateral. Notwithstanding anything to the contrary contained herein, no grant of any Lien or security interest pursuant to this Agreement shall be deemed granted hereunder in any Excluded Collateral, including any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

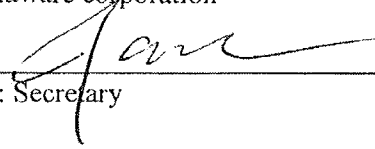
4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

5. Transaction Document. This Agreement shall constitute a Loan Document.

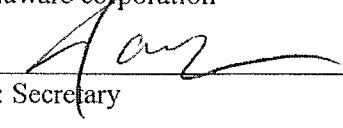
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

OPTERRA ENERGY GROUP, INC.,
a Delaware corporation

By: 
Title: Secretary

OPTERRA ENERGY SERVICES, INC.,
a Delaware corporation

By: 
Title: Secretary

[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 005372 FRAME: 0141

Agreed and Accepted
As of the Date First Written Above:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: 
Title: Managing Director

SCHEDULE A
TRADEMARK
REGISTRATIONS AND APPLICATIONS

Owner	Mark	Reg./App./Serial No.
OpTerra Energy Services, Inc.	VIRON ENERGY SOLUTIONS	Reg. No. n/a App. No. 86305307
OpTerra Energy Group, Inc.		Reg. No. 4266650 App. No. 85437670
OpTerra Energy Group, Inc.		Reg. No. 4266651 App. No. 85437672
OpTerra Energy Group, Inc.	OPTERRA ENERGY GROUP	Reg. No. 4119101 App. No. 85038391
OpTerra Energy Services, Inc.	UTILITYVISION (stylized)	Reg. No. 2,634,095 Registered October 15, 2002
OpTerra Energy Services, Inc.	ENVISION	Reg. No. 4,376,733 Registered July 30, 2013
OpTerra Energy Services, Inc.	THE CAPACITY PROJECT	Serial No. 86/064488 Pending September 13, 2013
OpTerra Energy Services, Inc.	THE CAPACITY PROJECT	Serial No. 86/064506 Pending September 13, 2013

OpTerra Energy Services, Inc.	THE CAPACITY PROJECT	Serial No. 86/064494 Pending September 13, 2013
OpTerra Energy Services, Inc.	VIRON	Reg. No. TMA290,157 Registered 4/19/1984