

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Production Services Associates, LLC		11/02/2016	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	214 North Tryon Street		
Internal Address:	Suite 3900		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86783899	PSA IMPACT	
Registration Number:	4568498	RECYCLETHISCARD	
Registration Number:	3616826	EFFECTIVE EFFICIENCY	
CORRESPONDENCE DATA			
Fax Number:	7043533148		
<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:	7043317448		
Email:	amanda.darden@klgates.com		
Correspondent Name:	Amanda K. Darden		
Address Line 1:	214 North Tryon Street, 47th Floor		
Address Line 2:	K&L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2852510.00003		
NAME OF SUBMITTER:	Amanda K. Darden		
SIGNATURE:	/Amanda K. Darden/		
DATE SIGNED:	11/02/2016		

CH \$90.00 86783899

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 2, 2016, by and between Production Services Associates, LLC, a Minnesota limited liability company (the "Grantor"), having its chief executive office at 1120 Windham Parkway, Romeoville, IL 60446, and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the "Administrative Agent") for the lenders and other secured parties under the Credit Agreement referred to below.

This Agreement is executed pursuant to the terms of (a) that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the other Borrowers and Loan Parties party thereto, the Administrative Agent and the lenders party thereto and (b) that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by the Grantor and the other Persons party thereto in favor of the Administrative Agent. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor, as collateral security for the payment and performance of the Obligations, hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor, including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark, with the right, but not the obligation, to sue for and collect damages for such infringement;
- (iii) all licenses or rights granted under any Trademark, including, without limitation, any Trademark listed on Schedule A and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and
- (v) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in conjunction with, those 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Agreement shall terminate and the lien on and security interest in the Trademarks shall be released upon the full and indefeasible payment and performance of the Obligations (other than any outstanding indemnification obligations, the termination or expiry (or, in the case of the Letters of Credit, full cash collateralization), on terms reasonably acceptable to the Administrative Agent and, if applicable, the Issuing Bank, of the Commitments and all Letters of Credit issued pursuant to the Credit Agreement and the termination of the Swap Agreement Obligations and the Banking Services Obligations. Upon the

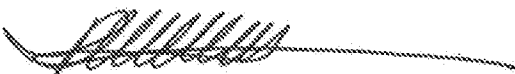
termination of this Agreement, the Administrative Agent shall, upon the request and at the sole expense of the Grantor, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademarks granted herein.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

PRODUCTION SERVICES ASSOCIATES, LLC, as
Grantor

By: 

Name: Peter M. Krauss

Title: President and Chief Executive Officer

Agreed and accepted as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as administrative agent

By: _____

Name: Jonathan S. White

Title: Authorized Officer

Schedule A to Trademark Security Agreement

Trademarks and Trademark Applications

Owner	Mark	Registration Date/Application Date	Registration Number/Application Number
Production Services Associates, LLC	effective efficiency	May 5, 2009	3,616,826
Production Services Associates, LLC	recyclethiscard	July 15, 2014	4,568,498
Production Services Associates, LLC	psa impact	October 9, 2015	86783899

TRADEMARK

REEL: 005917 FRAME: 0720

RECORDED: 11/02/2016