

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Merchants Bank		08/03/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Proact Services Corporation		
Street Address:	1140 Conrad Industrial Drive		
City:	Ludington		
State/Country:	MICHIGAN		
Postal Code:	49431		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4659044	PROACT SERVICES CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133500		
Email:	efstrademarks@taftlaw.com		
Correspondent Name:	M. Zach Gordon		
Address Line 1:	One Indiana Square, Suite 3500		
Address Line 2:	c/o Taft Stettinius & Hollister LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	M. Zach Gordon		
SIGNATURE:	/M. Zach Gordon/		
DATE SIGNED:	08/08/2018		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of August 3, 2018 and granted by FIRST MERCHANTS BANK, an Indiana bank f/k/a First Merchants Bank, National Association (“**Lender**”) in favor of PROACT SERVICES CORPORATION (the “**Grantor**”), a Michigan corporation and its successors, assigns and legal representatives.

WHEREAS, Grantor and Lender previously entered into that certain PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of October 10, 2014 (the “**Security Agreement**”) pursuant to that certain Credit Agreement dated as of October 10, 2014 (“**Credit Agreement**”).

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the security interest in and to all of the right, title and interest of such Grantor in, to and under the Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005379, Frame 0611 on October 13, 2014; and

WHEREAS, the Grantor has requested that the Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest Lender may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

1. Release of Security Interest. Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Collateral**”):

(a) Patent Collateral:

- i. All patents owned by Grantor and subject to the Security Agreement, including those referenced to on Schedule I hereto;
- ii. All reissues, continuations or extensions of the foregoing; and
- iii. All products and proceeds of the foregoing, including, without limitation, any claim by grantor against third parties for past, present or future infringement or dilution of any patent.

(b) Trademark Collateral:

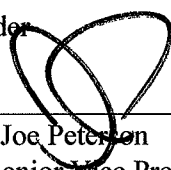
- i. All trademarks owned by Grantor and subject to the Security Agreement, including those referred to on Schedule II hereto;
- ii. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
- iii. All goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- iv. All products and proceeds of the foregoing, including, without limitation, any claim against third parties for past, present, or future (i) infringement or dilution of any trademark or (ii) injury to the goodwill associated with any trademark.

2. Further Assurances. Lender agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FIRST MERCHANTS BANK
as Lender

By: 
Name: Joe Peterson
Title: Senior Vice President

STATE OF _____)

COUNTY OF Hamilton

)SS.
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On the 3rd day of August, 2018, before me personally appeared Joe Peterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Senior Vice President of First Merchants Bank, the bank described, and acknowledged the instrument to be the free act and deed of First Merchants Bank for the uses and purposes mentioned in the instrument.

My Commission Expires:

Anne L. Curran
Notary Public
Printed Name:



ANNE L. CURRAN
Resident of Hamilton County, IN
My Commission Expires: April 15, 2022

**SCHEDULE 1
TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Filing Date	[Record Owner]
PROACT SERVICES CORPORATION	US	4659044	May 01, 2014	ProAct Services Corporation

**SCHEDULE II
PATENTS**

Patent Registrations

Mark	Jurisdiction	Application Number	Application Date	Applicant
SRS Trailer Patent – System and Method for the Treatment of Wastewater	US	13/470,894	May 14, 2012	Frank Smiddy
SRS Trailer Patent – System and Method for the Treatment of Wastewater	US	13/470,915	May 14, 2012	Frank Smiddy
SRS Trailer Patent – System and Method for the Treatment of Wastewater	US	13/947,883	July 22, 2013	ProAct Services Corp
	US	14/275,579	May 12, 2014	ProAct Services Corp

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