

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JWC Environmental, LLC		08/03/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1066086	MUFFIN MONSTER
Registration Number:	1406476	THE MUFFIN MONSTER
Registration Number:	1512366	CHANNEL MONSTER
Registration Number:	1671349	JWC ENVIRONMENTAL
Registration Number:	1926852	MINI MONSTER
Registration Number:	2145347	AUGER MONSTER
Registration Number:	2719639	HONEY MONSTER
Registration Number:	2629033	SCREENINGS WASHER MONSTER
Registration Number:	3012022	MONSTER SEPARATION SYSTEMS
Registration Number:	3091267	BANDSCREEN MONSTER
Registration Number:	2992270	FINESCREEN MONSTER
Registration Number:	2992271	CHAIN & RAKE MONSTER
Registration Number:	3213903	STORM MONSTER
Registration Number:	3990981	SLUDGE MONSTER

TRADEMARK

900202163

REEL: 004623 FRAME: 0433

CH \$415.00 1066086

Serial Number:	85289417	DRUMSCREEN MONSTER
Serial Number:	85289432	GRIT MONSTER

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-56
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	09/15/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 3rd day of August, 2011 by JWC ENVIRONMENTAL, LLC, a Delaware limited liability company ("**Grantor**"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**");

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Credit Agreement dated as of August 3, 2011 (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, Grantor (collectively, the "**Loans**").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower 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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee 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 Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following Collateral (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:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and 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. Interpretation. To the extent there is any conflict between the provisions of this Agreement and the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

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

JWC ENVIRONMENTAL, LLC, a Delaware
limited liability company

By: 

Name: Ronald A. Duecker

Title: President

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: *Janice Cotton*
Name: *Janice Cotton*
Title: *Vice President*

Schedule A

Trademark Registrations & Applications

Country	Application No.	Filing Date	Registration No.	Registration Date	Trademark
US	73/077749	2/19/1976	1,066,086	5/24/1977	MUFFIN MONSTER
US	73/575149	12/24/1985	1,406,476	8/26/1986	THE MUFFIN MONSTER and design
US	73/724078	4/22/1988	1,512,366	11/15/1988	CHANNEL MONSTER and design
US	74/106,804	10/17/1990	1,671,349	1/7/1992	JWC ENVIRONMENTAL & design
US	74/331,934	11/17/1992	1,926,852	10/17/1995	MINI MONSTER
US	75/125,132	6/25/1996	2,145,347	3/17/1998	AUGER MONSTER & Design
US	75/886,777	1/5/2000	2,719,639	5/27/2003	HONEY MONSTER
US	76/098,492	7/27/2000	2,629,033	10/1/2002	SCREENINGS WASHER MONSTER
US	78/280,825	7/30/2003	3,012,022	11/1/2005	MONSTER SEPARATION SYSTEMS
US	78/442,938	6/29/2004	3,091,267	5/9/2006	BANDSCREEN MONSTER
US	78/442,942	6/29/2004	2,992,270	9/6/2005	FINESCREEN MONSTER
US	78/442,944	6/29/2004	2,992,271	9/6/2005	CHAIN & RAKE MONSTER
US	78/452,650	7/19/2004	3,213,903	2/27/2007	STORM MONSTER
US	85/014,446	4/15/2010	3,990,981	7/5/2011	SLUDGE MONSTER
US	85/289,417	4/7/2011			DRUMSCREEN MONSTER
US	85/289,432	4/7/2011			GRIT MONSTER
US	85/289,399*	4/7/2011			BAR SCREEN MONSTER

* Note: The indicated trademark application(s) are "Intent to Use" trademark applications and form part of the Excluded Property until such time as a statement of use has been filed.