

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SERVA GROUP LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 9, 2014

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Bank, as Agent

Internal

Address: _____

Street Address: 1185 Avenue of the Americas, 2nd Floor

City: New York

State: New York

Country: USA Zip: 10036

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
 See Schedule I attached

B. Trademark Registration No.(s)
 See Schedule I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: _____

Street Address: 187 Wolf Rd

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: _____

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215-

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

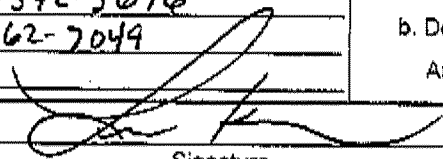
8. Payment Information:

a. Credit Card Last 4 Numbers 0974
 Expiration Date 3-12

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

May 13, 2014
 Date

Leslie Kirsner
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$215.00 86151509


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Continuation of the information in Item 1 (Trademark Recordation form cover sheet
SERVA GROUP LLC (conveying party #1)

Name of Conveying Party# 2:

SERVA CORPORATION
Citizenship-TEXAS CORPORATION

SCHEDULE I
 to
 TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Owner	Mark	Office No.
US	SERVA GROUP LLC	PRISM	86/151,509
US	SERVA GROUP LLC	FACET	85/818,105
US	SERVA CORPORATION	SERVAPUMP	3,397,999
US	SERVA CORPORATION	SERVAFRAC	3,398,005
US	SERVA CORPORATION	SERVACEMENTING	3,401,217
US	SERVA CORPORATION	SERVAVIEW	3,421,862
US	SERVA CORPORATION	ACM	3,471,581
US	SERVA GROUP LLC	SERVA & DESIGN	3,862,800
			

Schedule I

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of May 9, 2014, by each of the undersigned (each a "Grantor" and collectively, the "Grantors"), in favor of ALLY BANK, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain U.S. Pledge and Security Agreement, dated as of May 9, 2014 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the "Security Agreement"), among SERVA HOLDING LP, an exempted limited partnership registered under the laws of the Cayman Islands ("Holdings"), SERVA FINANCING LLC, a Delaware limited liability company (the "US Borrower"), each of the other grantors from time to time party thereto, and ALLY BANK, as Agent.

WHEREAS, each Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by such Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

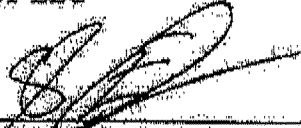
5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

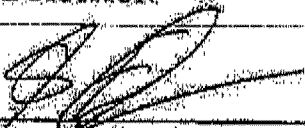
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SERVA GROUP LLC

By: 
Name: STANLEY EDME
Title: SECRETARY

SERVA CORPORATION

By: 
Name: STANLEY EDME
Title: SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK, as Agent

By: _____
Name:
Title:

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005279 FRAME: 0096

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SERVA GROUP LLC


By: _____
Name:
Title:

SERVA CORPORATION

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY

ALLY BANK, as Agent

By: 
Name: Eric S. Miller
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademarks]