

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JWC Environmental, LLC		06/21/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4110218	BAR SCREEN MONSTER	
<b>Registration Number:</b>	4056153	DRUMSCREEN MONSTER	
<b>Registration Number:</b>	4145273	GRIT MONSTER	
<b>Registration Number:</b>	3990981	SLUDGE MONSTER	
<b>Registration Number:</b>	3213903	STORM MONSTER	
<b>Registration Number:</b>	2992270	FINESCREEN MONSTER	
<b>Registration Number:</b>	2992271	CHAIN & RAKE MONSTER	
<b>Registration Number:</b>	3091267	BANDSCREEN MONSTER	
<b>Registration Number:</b>	3012022	MONSTER SEPARATION SYSTEMS	
<b>Registration Number:</b>	2629033	SCREENINGS WASHER MONSTER	
<b>Registration Number:</b>	2719639	HONEY MONSTER	
<b>Registration Number:</b>	2145347	AUGER MONSTER	
<b>Registration Number:</b>	1926852	MINI MONSTER	
<b>Registration Number:</b>	1671349	JWC ENVIRONMENTAL	
<b>Registration Number:</b>	1512366	CHANNEL MONSTER	
<b>Registration Number:</b>	1406476	THE MUFFIN MONSTER	
<b>Registration Number:</b>	1066086	MUFFIN MONSTER	
<b>Registration Number:</b>	4484120	MONSTER INDUSTRIAL	

CH \$465.00 4110218

**CORRESPONDENCE DATA****Fax Number:** 3125774565*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.***Phone:** 3125778265**Email:** kristin.brozovic@kattenlaw.com**Correspondent Name:** Kristin Brozovic C/O Katten**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 SIGNED:** 06/22/2016**Total Attachments: 5**

source=Executed - JWC (A&amp;R CA) -TrademarkSecurity Agreement#page1.tif

source=Executed - JWC (A&amp;R CA) -TrademarkSecurity Agreement#page2.tif

source=Executed - JWC (A&amp;R CA) -TrademarkSecurity Agreement#page3.tif

source=Executed - JWC (A&amp;R CA) -TrademarkSecurity Agreement#page4.tif

source=Executed - JWC (A&amp;R CA) -TrademarkSecurity Agreement#page5.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 21<sup>st</sup> day of June, 2016 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 Amended and Restated Credit Agreement dated as of June 21, 2016 (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 Amended and Restated 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.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

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: Kenneth A. Biele  
Title: President

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: Lynn Rehn  
Title: Vice President

## Schedule A

### Trademark Registrations & Applications

Country	Application No.	Filing Date	Registration No.	Registration Date	Trademark
US	85289399	4/7/11	4110218	3/6/12	BAR SCREEN MONSTER
US	85289417	4/7/11	4056153	11/15/11	DRUMSCREEN MONSTER
US	85289432	4/7/11	4145273	5/22/12	GRIT MONSTER
US	85014446	4/15/10	3990981	7/5/11	SLUDGE MONSTER
US	78452650	7/19/04	3213903	2/27/07	STORM MONSTER
US	78442942	6/29/04	2992270	9/06/05	FINESCREEN MONSTER
US	78442944	6/29/04	2992271	9/6/05	CHAIN & RAKE MONSTER
US	78442938	6/29/04	3091267	5/9/06	BANDSCREEN MONSTER
US	78280825	7/30/03	3012022	11/1/05	MONSTER SEPARATION SYSTEMS
US	76098492	7/27/00	2629033	10/1/02	SCREENINGS WASHER MONSTER
US	75886777	1/5/00	2719639	5/27/03	HONEY MONSTER
US	75125132	6/25/96	2145347	3/17/98	AUGER MONSTER
US	74331934	11/17/92	1926852	10/17/95	MINI MONSTER
US	74106804	10/17/90	1671349	1/7/92	JWC ENVIRONMENTAL
US	73724078	4/22/88	1512366	11/15/88	CHANNEL MONSTER
US	73575149	12/24/85	1406476	8/26/86	THE MUFFIN MONSTER
US	73077749	2/19/76	1066086	5/24/77	MUFFIN MONSTER
US	85945059	5/29/13	4484120	2/18/14	MONSTER INDUSTRIAL