

02-05-1999



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MLD  
2-3-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other  of 2/1/99

Effective Date  
Month Day Year  
02011999

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
01221999

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

02/04/1999 JSHABAZZ 00000135 1427056

FOR OFFICE USE ONLY

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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1848 FRAME: 0919

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(704) 331-7405

Name

Tracy N. Stouse, Esq.

Address (line 1)

Kennedy Covington Lobdell & Hickman, L.L.P.

Address (line 2)

100 N. Tryon Street, Suite 4200

Address (line 3)

Charlotte, North Carolina 28202-4006

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1427056	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Tracy N. Stouse

Name of Person Signing

Tracy N. Stouse

Signature

2/2/99

Date Signed

**AMENDED AND RESTATED ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GTS DURATEK, INC., a Delaware corporation (the "Assignor"), having its chief executive office at 10100 Old Columbia Road, Columbia, Maryland 21046, hereby assigns and grants to FIRST UNION NATIONAL BANK (f/k/a First Union National Bank of Maryland), a national banking association, as Collateral Agent (the "Assignee"), with offices at 301 South College Street, 4<sup>th</sup> Floor, Charlotte, North Carolina 28288-0735, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types or property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application of the Assignor, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application Assignor, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto; and

(iii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or Schedule B hereto, as applicable, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or Schedule B hereto, as applicable, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT amends and restates that certain Assignment of Security Interest in United States Patents and Trademarks dated April 17, 1997 made by the Assignor in favor of the Assignee and shall have an effective date as of February 1, 1999.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Amended and Restated Security Agreement among the Assignor and the Assignee dated as of February 1, 1999, as amended, supplemented or modified from time to time (the "Security Agreement"). Capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Security Agreement.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to 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 Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

1646124.03  
LIB: CH

**TRADEMARK  
REEL: 1848 FRAME: 0921**

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 22<sup>nd</sup> day of January, 1999.

GTS DURATEK, INC., as Assignor

By: Craig T. Bartlett  
Name: Craig T. Bartlett  
Title: Treasurer

STATE OF Maryland  
COUNTY OF Howard

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January, 1999 by Craig T. Bartlett, as Treasurer of GTS DURATEK, INC., a Delaware corporation, on behalf of GTS DURATEK, INC.

[NOTARY SEAL]

William J. Stevenson  
Notary Public

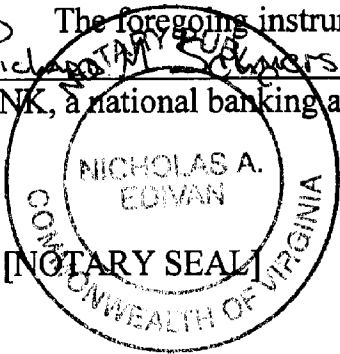
My commission expires: July 01, 2002

FIRST UNION NATIONAL BANK  
(f/k/a First Union National Bank of Maryland),  
as Assignee

By: Richard M Schmersel  
Name: Richard M Schmersel  
Title: Vice President

STATE OF Virginia  
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 1999 by Richard M Schmersel as Vice President of FIRST UNION NATIONAL BANK, a national banking association, on behalf of FIRST UNION NATIONAL BANK.



[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

My Comm. Exps.  
Dec. 31, 1999

**SCHEDULE A**

**PATENT NOS.**

**PATENT APPLICATION NOS.**

NONE

- 1 of 1 -

1646124.03  
LIB: CH

**TRADEMARK**  
**REEL: 1848 FRAME: 0924**

**SCHEDULE B**

**TRADEMARKS**

DURASIL

**REGISTRATION NOS.**

1427056

**TRADEMARK APPLICATION**

None

**APPLICATION NO.**