

07-10-2000



101399460

6.13.00

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
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

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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: 002097 FRAME: 0493

**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) 331-7537

Name

David L. Batty, Esq.

Address (line 1)

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

Address (line 2)

100 N. Tryon Street, Suite 4200

Address (line 3)

Charlotte, NC 28202-4006

Address (line 4)

**Pages**

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

#

6

**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:

#

Authorization to charge additional fees:

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.

Betty G. Smith

Name of Person Signing

Betty G. Smith

Signature

6/8/2000

Date Signed

**SECOND 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, a national banking association, as Collateral Agent (the "Assignee"), with offices at 201 South College Street, Charlotte Plaza, CP-23, Charlotte, North Carolina 28288-0680, 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 of the 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, 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 Amended and Restated Assignment of Security Interest in United States Patents and Trademarks dated February 1, 1999 made by the Assignor in favor of the Assignee which amended and restated 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 June 8, 2000.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Second Amended and Restated Security Agreement among the Assignor and the Assignee dated as June 8, 2000, 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.

1808676.02  
LIB: CH

**TRADEMARK  
REEL: 002097 FRAME: 0495**

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.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 8<sup>th</sup> day of ~~May~~ June, 2000.

GTS DURATEK, INC., as Assignor

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

STATE OF MARYLAND  
COUNTY OF ALFORD

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of ~~May~~ June, 2000 by CRAIG T. BARTLETT, as TREASURER of GTS DURATEK, INC., a Delaware corporation, on behalf of GTS DURATEK, INC.

[NOTARY SEAL]

Rehobel Ramsey  
Notary Public

My commission expires: 12/29/01

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[~~Second Amended and Restated~~ Assignment of Security Interest]

TRADEMARK  
REEL: 002097 FRAME: 0497

FIRST UNION NATIONAL BANK, as Assignee

By: Richard M. Schmersal  
Name: Richard M. Schmersal  
Title: Director

STATE OF MARYLAND

COUNTY OF HARFORD

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of <sup>June</sup> ~~May~~, 2000 by RICHARD M. SCHMERSAL as Director of FIRST UNION NATIONAL BANK, a national banking association, on behalf of FIRST UNION NATIONAL BANK.

[NOTARY SEAL]

Richard Ramsey  
Notary Public

My commission expires: 12/29/01

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

None

**SCHEDULE B**

**TRADEMARKS**

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**REGISTRATION NOS.**

1427056

**TRADEMARK APPLICATION**

None.

**APPLICATION NO.**

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LIB: CH