

Resub

09-25-2001



Form PTO-1594 (03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Roy F. Weston (IPR), Inc. 679-01

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, NA

Internal
Address: _____

Street Address: 8300 Greensboro Drive,
City: McLean Suite 550 State: VA Zip: 22102

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: June 1, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,587,085;
1,590,647; 1,566,410; 1,567,466;
1,576,714; 1,563,676

Additional number(s) attached Yes No

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

Name: Kathleen M. Donahue, Esq.

Internal Address: _____

Street Address: Troutman Sanders Mays & Valentine LLP
1660 International Drive, Suite 600

City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Dawn A. Thomas
Name of Person Signing

Dawn A. Thomas
Signature

June 27, 2001
Date

Total number of pages including cover sheet, attachments, and document: 10

07/05/2001 DBYRME 00000199 1587085
01 FC:481 40.00

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/24/2001 DBYRME 00000000 1587085
07/05/2001 DBYRME 00000199 1587085
01 FC:481
01 FC:481
02 FC:482

TRADEMARK
REEL: 002372 FRAME: 0676



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of this 1st day of June, 2001, by ROY F. WESTON (IPR), INC., a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), in favor of BANK OF AMERICA, N. A., a national banking association, as Agent (the "Agent") for itself and certain other lenders (the "Lenders").

RECITALS

A. The Assignor has applied to the Lenders for certain revolving credit, term loan and letter of credit facilities (the "Credit Facilities") under the provisions of a certain Credit Agreement dated the date hereof by and between the Agent, the Lenders and the Assignor (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Credit Agreement.

B. The Assignor has adopted, used and is using certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the trademarks also as listed on SCHEDULE A (collectively, the "Trademarks").

C. The Credit Agreement and certain other Loan Documents contain security agreements under which the Assignor has granted to the Agent, for the benefit of the Agent and the Lenders in accordance with their Pro Rata Shares, a Lien on, and security interest in, certain assets of the Assignor associated with the Trademarks and under which the Agent is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Credit Agreement.

D. The Agent desires to have the interest of the Agent in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Loan Documents or otherwise, the Assignor has agreed to grant a security interest to Agent, for the benefit of Agent and the Lenders in accordance with their Pro Rata Shares, in the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:



ARTICLE I
GRANT OF SECURITY INTEREST

In consideration of and pursuant to the terms of the Credit Agreement and each of the other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants to the Agent, for the benefit of the Agent and the Lenders in accordance with their Pro Rata Shares, a security interest in, and Lien on, the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

The foregoing security interest, upon the occurrence of an Event of Default and notice to the Assignor from the Agent, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Agent or in favor of such person as the Agent may designate, and may be the subject of such confirmatory instruments as the Agent may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Agent, and shall be deemed to represent and warrant to the Agent at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and any state trademark offices and to the Assignor's knowledge:

(a) The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which they are registered.

(b) Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

(c) Except as set forth on SCHEDULE B to this Security Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, in the United States or in the jurisdictions in which it is registered, each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

(d) The Assignor has the right to enter into this Security Agreement and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

(a) It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Agent's rights under this Security Agreement.

(b) It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

(c) If the Assignor acquires rights to any new Trademarks, the provisions of this Security Agreement shall automatically apply thereto and the Assignor shall give the Agent prompt written notice thereof along with an amended SCHEDULE A.

(d) The Assignor shall, at the Agent's request, obtain consents to this Security Agreement where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

(a) Except as permitted by the provisions of the Credit Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

(b) Except as permitted by the provisions of the Credit Agreement, the Assignor shall have the duty to (i) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Security Agreement or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired, (ii) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (iii) upon reasonable written request of the Agent, to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Obligations. The Assignor shall not abandon any Trademark or any pending application for trademark registration, without the consent of the Agent.

(c) Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Agent may, if necessary, at its own expense, be joined as a nominal party to such suit if the Agent shall have

been satisfied that it is not thereby incurring any risk of liability because of such joinder. Subsequent to an Event of Default, Agent may bring suit to enforce the Trademarks and Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Agent in the fulfillment of the provisions of this paragraph.

(d) If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Agent may do so in the Assignor's name or in the Agent's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Agent in full for all such reasonable expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Trademarks.

(e) The Assignor will continue to use, for the duration of this Security Agreement, proper statutory identification in connection with its use of the Trademarks.

(f) The Assignor will continue to meet for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks comparable to the standards met by Assignor prior to the date of this Security Agreement.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Agent upon demand as part of the Obligations, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Agent in connection with the preparation of this Security Agreement and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Agent's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by the Agent.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) all title to and rights in the Trademarks remain with the Assignor and (b) the Agent shall have no right to use the Trademarks or issue or grant any exclusive or non-exclusive license under the Trademarks, or to assign, pledge or otherwise transfer any right, title or interest in or to the Trademarks to any other party. Except as otherwise permitted by the Credit Agreement, the Assignor agrees not to sell or assign its interest in, or grant any license under, except in the ordinary course of the Assignor's business and only if such licensee is provided notice that the license is subject to the terms of this Security Agreement, or allow any Lien (other than Permitted Liens) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Agent.

Section 4.2 Certain Agent Rights.

The Assignor hereby covenants and agrees that the Agent, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Virginia, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may take such action permitted hereunder or under the other Loan Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Agent to make, constitute and appoint any officer of Agent as the Agent may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Agent or in the name of the Assignor or otherwise, for the use and benefit of the Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Security Agreement, the Credit Agreement, the Loan Documents and other obligations and until all of the Obligations to the Agent are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Loan Documents.

Section 4.4 Termination of Security Interest

Upon the full payment and performance of all of the Obligations and termination or expiration of all Commitments and all Letters of Credit, all of Agent's rights hereunder shall immediately terminate, and full rights to the Trademarks shall automatically be vested in the Assignor. The Agent shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Security Agreement and release any security interest granted to Agent.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, and all of the Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between the Assignor and the Agent or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Security Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Agent" under the Credit Agreement.

Section 5.3 Modification.

This Security Agreement is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Security Agreement are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

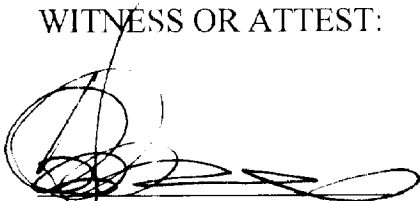
Section 5.5 Governing Law.


This Security Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Assignor has executed this Security Agreement, under seal, the day and year first above written.

WITNESS OR ATTEST:

ROY F. WESTON (IPR), INC.


Donald B. Bauer

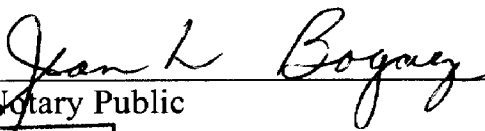
By:  (SEAL)
Name: Patrick G. McCann
Title: President

Approved and Accepted:

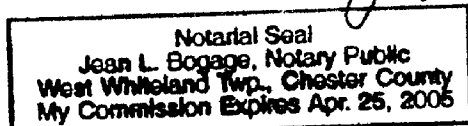
By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CHESTER, TO WIT:

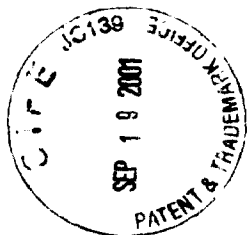
On this 15th day of June, 2001, before me personally appeared Patrick G. McCann, to me known and being duly sworn, deposes and says that he is the President of Roy F. Weston, Inc., a Pennsylvania corporation, the Assignor; that he signed the Security Agreement as President of such corporation pursuant to the authority vested in him by law; that the execution of the Security Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public



My Commission Expires _____
Member, Pennsylvania Association of Notaries

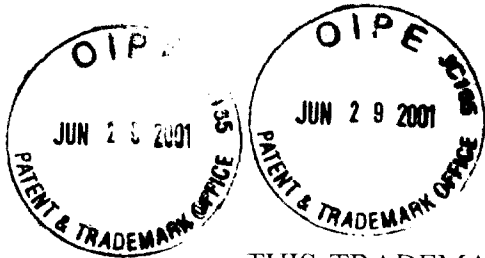


SCHEDULE A

LIST OF TRADEMARKS

U.S. AND FOREIGN TRADEMARKS/SERVICE MARKS

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
EconENVIRONomics Trademark	73/700,781	12/14/87	1,587,085	3/13/90	Mark no longer in use (12/99). 2/7/96 received acceptance of Combined Declaration.
Hypercabinet Trademark	73/801,470	5/22/89	1,590,647	4/10/90	Mark no longer in use (12/99).
LT3 Trademark	747,493	8/22/88	1,566,410	11/14/89	Renewal due 11/14/2009.
Man in the Globe Service Mark	73/736,944	6/27/88	1,567,466	11/21/89	11/21/09 renewal of service mark due. Received Combined Declaration for the service mark from the Patent Office.
WESTON (word) Service Mark	703,877	1/4/88	1,576,714	1/9/90	Renewal of mark accepted by Patent and Trademark office 2/23/00. Next renewal due 1/9/2010. January 1996 received copy of acceptance of Combined Declaration from the Patent Office
WESTON (logo) Service Mark	73/700,807	12/14/87	1,563,676	10/31/89	Declaration accepted 1/96; Renewal due 10/31/2009.



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of this 1st day of June, 2001, by ROY F. WESTON (IPR), INC., a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), in favor of BANK OF AMERICA, N. A., a national banking association, as Agent (the "Agent") for itself and certain other lenders (the "Lenders").

RECITALS

A. The Assignor has applied to the Lenders for certain revolving credit, term loan and letter of credit facilities (the "Credit Facilities") under the provisions of a certain Credit Agreement dated the date hereof by and between the Agent, the Lenders and the Assignor (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Credit Agreement.

B. The Assignor has adopted, used and is using certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the trademarks also as listed on SCHEDULE A (collectively, the "Trademarks").

C. The Credit Agreement and certain other Loan Documents contain security agreements under which the Assignor has granted to the Agent, for the benefit of the Agent and the Lenders in accordance with their Pro Rata Shares, a Lien on, and security interest in, certain assets of the Assignor associated with the Trademarks and under which the Agent is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Credit Agreement.

D. The Agent desires to have the interest of the Agent in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Loan Documents or otherwise, the Assignor has agreed to grant a security interest to Agent, for the benefit of Agent and the Lenders in accordance with their Pro Rata Shares, in the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
GRANT OF SECURITY INTEREST

In consideration of and pursuant to the terms of the Credit Agreement and each of the other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants to the Agent, for the benefit of the Agent and the Lenders in accordance with their Pro Rata Shares, a security interest in, and Lien on, the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

The foregoing security interest, upon the occurrence of an Event of Default and notice to the Assignor from the Agent, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Agent or in favor of such person as the Agent may designate, and may be the subject of such confirmatory instruments as the Agent may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Agent, and shall be deemed to represent and warrant to the Agent at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and any state trademark offices and to the Assignor's knowledge:

(a) The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which they are registered.

(b) Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

(c) Except as set forth on SCHEDULE B to this Security Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, in the United States or in the jurisdictions in which it is registered, each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

(d) The Assignor has the right to enter into this Security Agreement and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

(a) It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Agent's rights under this Security Agreement.

(b) It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

(c) If the Assignor acquires rights to any new Trademarks, the provisions of this Security Agreement shall automatically apply thereto and the Assignor shall give the Agent prompt written notice thereof along with an amended SCHEDULE A.

(d) The Assignor shall, at the Agent's request, obtain consents to this Security Agreement where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

(a) Except as permitted by the provisions of the Credit Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

(b) Except as permitted by the provisions of the Credit Agreement, the Assignor shall have the duty to (i) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Security Agreement or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired, (ii) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (iii) upon reasonable written request of the Agent, to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Obligations. The Assignor shall not abandon any Trademark or any pending application for trademark registration, without the consent of the Agent.

(c) Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Agent may, if necessary, at its own expense, be joined as a nominal party to such suit if the Agent shall have

been satisfied that it is not thereby incurring any risk of liability because of such joinder. Subsequent to an Event of Default, Agent may bring suit to enforce the Trademarks and Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Agent in the fulfillment of the provisions of this paragraph.

(d) If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Agent may do so in the Assignor's name or in the Agent's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Agent in full for all such reasonable expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Trademarks.

(e) The Assignor will continue to use, for the duration of this Security Agreement, proper statutory identification in connection with its use of the Trademarks.

(f) The Assignor will continue to meet for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks comparable to the standards met by Assignor prior to the date of this Security Agreement.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Agent upon demand as part of the Obligations, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Agent in connection with the preparation of this Security Agreement and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Agent's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by the Agent.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) all title to and rights in the Trademarks remain with the Assignor and (b) the Agent shall have no right to use the Trademarks or issue or grant any exclusive or non-exclusive license under the Trademarks, or to assign, pledge or otherwise transfer any right, title or interest in or to the Trademarks to any other party. Except as otherwise permitted by the Credit Agreement, the Assignor agrees not to sell or assign its interest in, or grant any license under, except in the ordinary course of the Assignor's business and only if such licensee is provided notice that the license is subject to the terms of this Security Agreement, or allow any Lien (other than Permitted Liens) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Agent.

Section 4.2 Certain Agent Rights.

The Assignor hereby covenants and agrees that the Agent, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Virginia, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may take such action permitted hereunder or under the other Loan Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Agent to make, constitute and appoint any officer of Agent as the Agent may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Agent or in the name of the Assignor or otherwise, for the use and benefit of the Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Security Agreement, the Credit Agreement, the Loan Documents and other obligations and until all of the Obligations to the Agent are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Loan Documents.

Section 4.4 Termination of Security Interest

Upon the full payment and performance of all of the Obligations and termination or expiration of all Commitments and all Letters of Credit, all of Agent's rights hereunder shall immediately terminate, and full rights to the Trademarks shall automatically be vested in the Assignor. The Agent shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Security Agreement and release any security interest granted to Agent.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, and all of the Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between the Assignor and the Agent or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Security Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Agent" under the Credit Agreement.

Section 5.3 Modification.

This Security Agreement is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Security Agreement are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

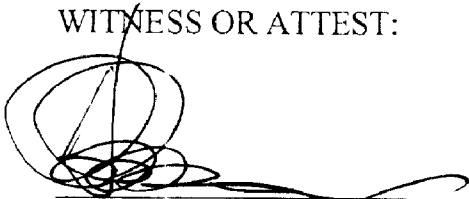
Section 5.5 Governing Law.


This Security Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Assignor has executed this Security Agreement, under seal, the day and year first above written.

WITNESS OR ATTEST:

ROY F. WESTON (IPR), INC.


Donald B. Bauer

By:  (SEAL)
Name: Patrick G. McCann
Title: President

Approved and Accepted:

By: _____

Name:

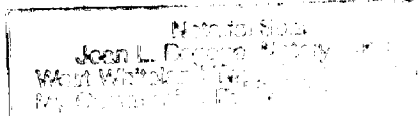
Title:

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CHESTER, TO WIT:

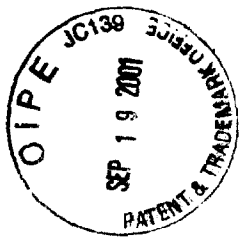
On this 15th day of June, 2001, before me personally appeared Patrick G. McCann, to me known and being duly sworn, deposes and says that he is the President of Roy F. Weston, Inc., a Pennsylvania corporation, the Assignor; that he signed the Security Agreement as President of such corporation pursuant to the authority vested in him by law; that the execution of the Security Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Jean L. Boyce

Notary Public



My Commission Expires: _____

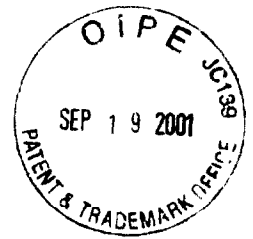


SCHEDULE A

LIST OF TRADEMARKS

U.S. AND FOREIGN TRADEMARKS/SERVICE MARKS

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
EconENVIRONomics Trademark	73/700,781	12/14/87	1,587,085	3/13/90	Mark no longer in use (12/99). 2/7/96 received acceptance of Combined Declaration.
Hypercabinet Trademark	73/801,470	5/22/89	1,590,647	4/10/90	Mark no longer in use (12/99).
LT3 Trademark	747,493	8/22/88	1,566,410	11/14/89	Renewal due 11/14/2009.
Man in the Globe Service Mark	73/736,944	6/27/88	1,567,466	11/21/89	11/21/09 renewal of service mark due. Received Combined Declaration for the service mark from the Patent Office.
WESTON (word) Service Mark	703,877	1/4/88	1,576,714	1/9/90	Renewal of mark accepted by Patent and Trademark office 2/23/00. Next renewal due 1/9/2010. January 1996 received copy of acceptance of Combined Declaration from the Patent Office
WESTON (logo) Service Mark	73/700,807	12/14/87	1,563,676	10/31/89	Declaration accepted 1/96; Renewal due 10/31/2009.



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of this 1st day of June, 2001, by ROY F. WESTON (IPR), INC., a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), in favor of BANK OF AMERICA, N. A., a national banking association, as Agent (the "Agent") for itself and certain other lenders (the "Lenders").

RECITALS

A. The Assignor has applied to the Lenders for certain revolving credit, term loan and letter of credit facilities (the "Credit Facilities") under the provisions of a certain Credit Agreement dated the date hereof by and between the Agent, the Lenders and the Assignor (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Credit Agreement.

B. The Assignor has adopted, used and is using certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the trademarks also as listed on SCHEDULE A (collectively, the "Trademarks").

C. The Credit Agreement and certain other Loan Documents contain security agreements under which the Assignor has granted to the Agent, for the benefit of the Agent and the Lenders in accordance with their Pro Rata Shares, a Lien on, and security interest in, certain assets of the Assignor associated with the Trademarks and under which the Agent is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Credit Agreement.

D. The Agent desires to have the interest of the Agent in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Loan Documents or otherwise, the Assignor has agreed to grant a security interest to Agent, for the benefit of Agent and the Lenders in accordance with their Pro Rata Shares, in the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
GRANT OF SECURITY INTEREST

In consideration of and pursuant to the terms of the Credit Agreement and each of the other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants to the Agent, for the benefit of the Agent and the Lenders in accordance with their Pro Rata Shares, a security interest in, and Lien on, the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

The foregoing security interest, upon the occurrence of an Event of Default and notice to the Assignor from the Agent, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Agent or in favor of such person as the Agent may designate, and may be the subject of such confirmatory instruments as the Agent may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Agent, and shall be deemed to represent and warrant to the Agent at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and any state trademark offices and to the Assignor's knowledge:

(a) The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which they are registered.

(b) Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

(c) Except as set forth on SCHEDULE B to this Security Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, in the United States or in the jurisdictions in which it is registered, each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

(d) The Assignor has the right to enter into this Security Agreement and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

(a) It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Agent's rights under this Security Agreement.

(b) It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

(c) If the Assignor acquires rights to any new Trademarks, the provisions of this Security Agreement shall automatically apply thereto and the Assignor shall give the Agent prompt written notice thereof along with an amended SCHEDULE A.

(d) The Assignor shall, at the Agent's request, obtain consents to this Security Agreement where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

(a) Except as permitted by the provisions of the Credit Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

(b) Except as permitted by the provisions of the Credit Agreement, the Assignor shall have the duty to (i) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Security Agreement or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired, (ii) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (iii) upon reasonable written request of the Agent, to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Obligations. The Assignor shall not abandon any Trademark or any pending application for trademark registration, without the consent of the Agent.

(c) Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Agent may, if necessary, at its own expense, be joined as a nominal party to such suit if the Agent shall have

been satisfied that it is not thereby incurring any risk of liability because of such joinder. Subsequent to an Event of Default, Agent may bring suit to enforce the Trademarks and Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Agent in the fulfillment of the provisions of this paragraph.

(d) If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Agent may do so in the Assignor's name or in the Agent's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Agent in full for all such reasonable expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Trademarks.

(e) The Assignor will continue to use, for the duration of this Security Agreement, proper statutory identification in connection with its use of the Trademarks.

(f) The Assignor will continue to meet for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks comparable to the standards met by Assignor prior to the date of this Security Agreement.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Agent upon demand as part of the Obligations, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Agent in connection with the preparation of this Security Agreement and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Agent's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by the Agent.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) all title to and rights in the Trademarks remain with the Assignor and (b) the Agent shall have no right to use the Trademarks or issue or grant any exclusive or non-exclusive license under the Trademarks, or to assign, pledge or otherwise transfer any right, title or interest in or to the Trademarks to any other party. Except as otherwise permitted by the Credit Agreement, the Assignor agrees not to sell or assign its interest in, or grant any license under, except in the ordinary course of the Assignor's business and only if such licensee is provided notice that the license is subject to the terms of this Security Agreement, or allow any Lien (other than Permitted Liens) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Agent.

Section 4.2 Certain Agent Rights.

The Assignor hereby covenants and agrees that the Agent, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Virginia, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may take such action permitted hereunder or under the other Loan Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Agent to make, constitute and appoint any officer of Agent as the Agent may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Agent or in the name of the Assignor or otherwise, for the use and benefit of the Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Security Agreement, the Credit Agreement, the Loan Documents and other obligations and until all of the Obligations to the Agent are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Loan Documents.

Section 4.4 Termination of Security Interest

Upon the full payment and performance of all of the Obligations and termination or expiration of all Commitments and all Letters of Credit, all of Agent's rights hereunder shall immediately terminate, and full rights to the Trademarks shall automatically be vested in the Assignor. The Agent shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Security Agreement and release any security interest granted to Agent.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, and all of the Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between the Assignor and the Agent or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Security Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Agent" under the Credit Agreement.

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This Security Agreement is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Security Agreement are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Security Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Assignor has executed this Security Agreement, under seal, the day and year first above written.

WITNESS OR ATTEST:

ROY F. WESTON (IPR), INC.



Donald B. Bauer

By:  (SEAL)

Name: Patrick G. McCann


Title: President

Approved and Accepted:

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CHESTER, TO WIT:

On this 15th day of June, 2001, before me personally appeared Patrick G. McCann, to me known and being duly sworn, deposes and says that he is the President of Roy F. Weston, Inc., a Pennsylvania corporation, the Assignor; that he signed the Security Agreement as President of such corporation pursuant to the authority vested in him by law; that the execution of the Security Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public

Notarial Seal
Jean L. Bogage, Notary Public
West Whiteland Twp., Chester County
My Commission Expires Apr. 25, 2005
Member, Pennsylvania Association of Notaries

My Commission Expires:

LIST OF TRADEMARKS

U.S. AND FOREIGN TRADEMARKS/SERVICE MARKS

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
EconENVIRONomics Trademark	73/700,781	12/14/87	1,587,085	3/13/90	Mark no longer in use (12/99). 2/7/96 received acceptance of Combined Declaration.
Hypercabinet Trademark	73/801,470	5/22/89	1,590,647	4/10/90	Mark no longer in use (12/99).
LT3 Trademark	747,493	8/22/88	1,566,410	11/14/89	Renewal due 11/14/2009.
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WESTON (word) Service Mark	703,877	1/4/88	1,576,714	1/9/90	Renewal of mark accepted by Patent and Trademark office 2/23/00. Next renewal due 1/9/2010. January 1996 received copy of acceptance of Combined Declaration from the Patent Office
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Bank of America (Weston- IPR Tmark Agmt.)
June 15, 2001 9:59 AM