

12/22/04

12-30-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



102914380

**RECORDATION  
TRADEMARK**

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)/Execution Date(s):**

TestAmerica Analytical Testing Corp.

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

Citizenship (see guidelines) Delaware

Execution Date(s) November 5, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: ING Capital LLC

Internal

Address:

Street Address: 200 Galleria Parkway

City: Atlanta

State: GA

Country: US Zip: 30339

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other LLC Citizenship Delaware

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)

78/457, 437

B. Trademark Registration No.(s) 2,468,926,

2,420,091, 1,712,557, and 1,712,375

Additional sheet(s) attached?  Yes  No

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

TestAmerica, METCO Environmental, EMLab

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

Name: Donna Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree St., NE Suite 2400

City: Atlanta

State: GA Zip: 30308

Phone Number: 404-815-2301

Fax Number: 404-685-5301

Email Address: donnahunter@paulhastings.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00**

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 16-0752  
Authorized User Name Donna J. Hunter

**9. Signature:**

Donna J. Hunter  
Signature

December 1, 2004  
Date

Donna J. Hunter  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 003098 FRAME: 0344**

2004 DEC 22 PM 1:41  
OPR/FINANCE

12/29/2004 METRACE 0000005 78457437  
40.00 OP  
100.00 OP  
CC: 4521

**Continuation of Item 1 of  
Trademark Recordation Form Cover Sheet**

**ING CAPITAL LLC/TESTAMERICA**

Additional Conveying Parties

TestAmerica Air Emission Corp., a Delaware corporation

TestAmerica Environmental Microbiology Laboratory, Inc., a California corporation

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of November 5, 2004, among the Grantors listed on the signature pages hereof (the "**Grantors**"), and **ING CAPITAL LLC**, in its capacity as Agent for the Senior Holder Group (as defined in the Senior Note Agreement described below) ("**Agent**").

### WITNESSETH:

WHEREAS, TestAmerica Environmental Services LLC, a Delaware limited liability company, as a guarantor, TestAmerica Analytical Testing Corp., a Delaware corporation, TestAmerica Air Emission Corp., a Delaware corporation, TestAmerica Drilling Corp., a Delaware corporation, TestAmerica Environmental Microbiology Laboratory, Inc., a California corporation, SEQ Corp., a Delaware corporation, Sequoia Analytical Laboratory, a California corporation, Star Analytical, Inc., a Texas corporation, North Creek Analytical, Inc., a Washington corporation, Great Lakes Analytical, Inc., an Illinois corporation, Del Mar Analytical, Inc., a California corporation, and Oceanic Analytical Laboratory, Inc., a Hawaii corporation, as note issuers (collectively as the "**Note Issuers**" and individually as a "**Note Issuer**"), the subsidiaries of the Note Parties (as defined in the Senior Note Agreement) party thereto as guarantors, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as syndication agent, Agent and the other members of the Senior Holder Group have entered into that certain Senior Note Agreement dated as of November 5, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "**Senior Note Agreement**"), pursuant to which the Senior Holder Group, subject to the terms and conditions contained therein, has extended, or will extend, certain financial accommodations to the Note Issuers; and

WHEREAS, the members of the Senior Holder Group are willing extend such financial accommodations as provided for in the Senior Note Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Senior Holder Group, that certain Security Agreement dated as of November 5, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Senior Loan Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Senior Holder Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Senior Holder Group, a continuing first

priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses for Trademarks to which it is a party including those referred to on **Schedule I** hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License for Trademarks; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License; *provided, however*, that such grant of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Assets.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Senior Holder Group, pursuant to the Security Agreement. The Grantors and the Agent hereby acknowledge and affirm that the rights, obligations and remedies of Agent and the Grantors with respect to the security interest in the Trademark Collateral made and 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this **Section 4**, the Grantors hereby authorize Agent unilaterally to modify this Agreement by amending **Schedule I** to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

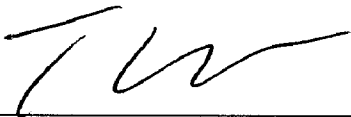
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]


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.

GRANTORS:


**TESTAMERICA ENVIRONMENTAL SERVICES LLC**

By:   
Name: Thomas R. Barr  
Title: Vice President


**TESTAMERICA ANALYTICAL TESTING CORP.**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer


**TESTAMERICA AIR EMISSION CORP.**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer

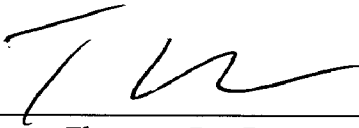
**TESTAMERICA DRILLING CORP.**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer

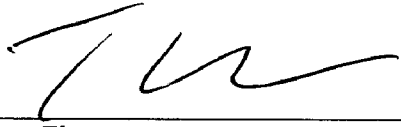
**TESTAMERICA ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer

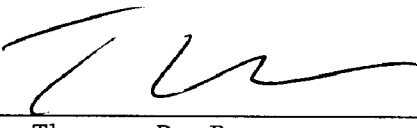
**SEQ CORP.**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer

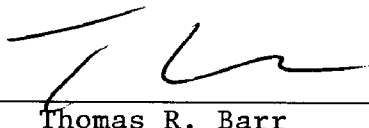
**SEQUOIA ANALYTICAL  
LABORATORY**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer


**STAR ANALYTICAL, INC.**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer

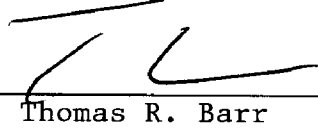
**NORTH CREEK ANALYTICAL, INC.**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer


**GREAT LAKES ANALYTICAL, INC.**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer


**DEL MAR ANALYTICAL, INC.**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer

**OCEANIC ANALYTICAL  
LABORATORY, INC.**

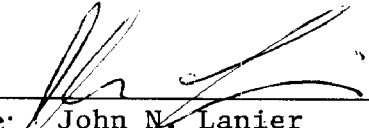
By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer

**AMERICAN HOME LABORATORIES,  
INC.**

By:   
Name: Thomas R. Barr  
Title: Chief Executive Officer

Accepted:

**ING CAPITAL LLC, as Agent**

By:   
Name: John N. Lanier  
Title: Director

**Schedule I to Trademark Security Agreement**

<b>Mark</b>	<b>County/ State</b>	<b>Serial No./ Filing Date</b>	<b>Reg No./ Registered</b>	<b>Owner</b>
TESTAMERICA	U.S.	75/768,328 7/28/99	2,468,926 7/17/01	TestAmerica Analytical
TESTAMERICA	U.S.	75/768,959 7/28/99	2,420,091 1/16/01	TestAmerica Analytical
METCO ENVIRONMENTAL	U.S.	74/229,602 12/9/91	1,712,557 9/1/92	TestAmerica Air
METCO ENVIRONMENTAL	U.S.	74/229,601 12/9/91	1,712,375 9/1/92	TestAmerica Air
EMLab	U.S.	78457437 7/27/04		TestAmerica EMLab