

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** 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):

ERM-Delaware, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: March 24, 2005

2. Name and address of receiving party(ies)

Name: The Governor and Company of The Bank of Scotland
Internal
Address: Broad Street House, 55 Old Broad Street

Street Address: London, United Kingdom, EC2P 2HL
City: _____ State: _____ Zip: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Chartered Bank of United Kingdom

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,668,447 2,117,264
1,915,446 1,448,877

Additional number(s) attached Yes No

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

Name: Theodore D. Lienesch

Internal Address: Thompson Hine LLP
2000 Courthouse Plaza NE

Street Address: 10 West Second Street

City: Dayton State: Ohio Zip: 45402

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0809

(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.

Theodore D. Lienesch, Reg. No. 28,235
Name of Person Signing


Signature

4/21/05
Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$115.00 200809 2668447

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ERM – Delaware, Inc., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, ERM Holdings Limited, a company incorporated in England and Wales with registered number 4067933) (“**Company**”), entered into a credit facilities agreement dated February 28, 2001, and amended and restated pursuant to a restatement deed (the “**Restatement Deed**”) dated as of March 23, 2005 (said facilities agreement, as amended, restated, novated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”), by and among *inter alia* the Company, the Original Borrowers as defined therein (the “**Borrowers**”), the Lenders as defined therein (the “**Facility Lenders**”), and The Governor and Company of the Bank of Scotland (“**BoS**”) as Arranger, Facility Agent and Security Agent, the Facility Lenders have made certain commitments, subject to the terms and conditions set forth in the Facility Agreement, to extend certain credit facilities to the Original Borrowers; and

WHEREAS, the Original Borrowers may from time to time enter, or may from time to time have entered, into one or more Hedging Agreements (as defined in the Facility Agreement) with one or more Senior Lenders or their Affiliates (in such capacity, collectively, “**Hedging Lenders**”; together with the Facility Lenders, the “**Lenders**”) in accordance with the terms of Clause 22.5(d)(*Hedging*) of the Facility Agreement; and

WHEREAS, Grantor entered into the Facility Agreement and the Restatement Deed pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Obligors under the Facility Agreement and the various other lending and finance documents governed thereby, including without limitation the obligation of the Original Borrowers to make payments thereunder in the event of early termination thereof;

WHEREAS, the obligations of the Original Borrowers under the Hedging Agreements, including without limitation the obligation to make payments thereunder in the event of early termination thereof, are included within the guarantee of obligations by each Grantor under the Facility Agreement; and

WHEREAS, pursuant to that certain intercreditor deed dated February 28, 2001, (said intercreditor deed, as amended, restated, novated, supplemented or otherwise modified from time to time, the “**Intercreditor Deed**”), by and among the Original Borrowers, the Lenders, BoS as Facility Agent and Security Agent (as such terms are defined in the Intercreditor Deed) and the other parties listed in the Intercreditor Deed, the Lenders along with the other parties to the Intercreditor Deed have established the relative rights and preferences with respect to the Collateral (as hereinafter defined); and

WHEREAS, pursuant to the Facility Agreement, it is an undertaking of the Original Borrowers and the other Obligors (as defined in the Facility Agreement) and a condition precedent to further extensions of credit by the Lenders under the Facility Agreement that the

Original Borrowers will procure and that Additional Grantors shall have granted the security interests and undertaken the obligations contemplated by this Agreement; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement dated as of March 30, 2001 as amended and restated pursuant to an Amended and Restated Security and Pledge Agreement dated as of March 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Security and Pledge Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications (but excluding 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) pertaining thereto, from time to time owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A as the same may be amended pursuant hereto from time to time) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A as the same may be amended pursuant hereto from time to time) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) including the right to sue for past, present and future infringements in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks, Trademark Registrations, Trademark Rights and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise

with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the _____ day of March, 2005.

ERM - Delaware, Inc., as Grantor

By _____
[Handwritten Signature]

Name: Philip H. Keller
Title: Vice President

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, as Secured Party, as Grantee

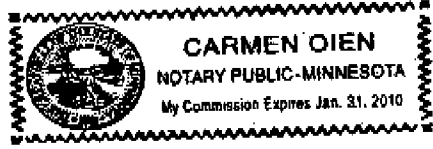
By _____
Name: _____
Title: _____

STATE OF Minnesota ss.
County OF Hennepin

The foregoing instrument as acknowledged before me this 24th day of March, 2005 by Philip H. Keller as Vice President of ERM - Delaware, Inc., a Delaware corporation, on behalf of ERM - Delaware, Inc.

My commission expires:

Notarial Seal



Carmen Oien
Notary Public

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ____ day of March, 2005.

ERM - Delaware, Inc. as Grantor

By [Signature]
Name: Philip H. Keller
Title: Vice President

THE GOVERNOR AND
COMPANY OF THE BANK OF
SCOTLAND, as Secured Party, as
Grantee

By [Signature]
Name: Andy de Vaux
Title: Associate Director

STATE OF Minnesota ss.
County OF Hennepin

The foregoing instrument as acknowledged before me this 24th day of March, 2005 by Philip H. Keller as Vice President of ERM - Delaware, Inc., a Delaware corporation, on behalf of ERM - Delaware, Inc.

My commission expires:

Notarial Seal



[Signature]
Notary Public

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Owner	Trademark Description	Registration No.	Registration Date
ERM-Delaware, Inc.	Service Mark: ENLIT	2,668,447	December 31, 2002
ERM-Delaware, Inc.	Service Mark: EnviroClean	2,117,264	December 2, 1997
ERM-Delaware, Inc.	Service Mark: EnviroClean	1,915,446	August 29, 1995
ERM-Delaware, Inc.	Service Mark: EnviroClean	1,448,877	July 21, 1987