

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Energy Solutions International, Inc.		06/22/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	75 E. Trimble Road
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	a Michigan banking corporation:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	77157885	FROM DESIGN TO DELIVERY
Serial Number:	77014455	PIPELINESCHEDULER
Registration Number:	3240932	PIPELINEOPTIMIZER
Registration Number:	3138675	GASLOADFORECASTER
Registration Number:	3028921	TLNET
Registration Number:	3035681	TGNET
Registration Number:	3028835	VISUALPIPELINE
Registration Number:	2881791	TRANSACTIONMANAGER
Registration Number:	2881792	ENERGYSOLUTIONS
Registration Number:	2946947	PIPELINEMANAGER
Registration Number:	2950708	PIPELINETRANSPORTER
Registration Number:	2975730	PIPELINESTUDIO
Registration Number:	2652003	GASMAN
Registration Number:	2352754	PIPELINE STUDIO

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Registration Number:	2525439	J-AM J-AR
Registration Number:	2210219	H THE HEDGER
Registration Number:	1286957	TGNET
Serial Number:	78661808	PIPELINEADVISOR
Registration Number:	2928763	

CORRESPONDENCE DATA

Fax Number: (734)930-2494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7347613780

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP

Address Line 1: 201 S. Division St., Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujek/
Date:	06/29/2007

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 22, 2007 by and between COMERICA BANK ("Bank") and ENERGY SOLUTIONS INTERNATIONAL, INC., a Texas corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

**ENERGY SOLUTIONS INTERNATIONAL,
INC.**

Address of Grantor:

13831 Northwest Fwy
Houston, TX 77040
Attn: President

Dane Fish

By: [Signature]

Title: Chief Financial Officer

Address of Bank:

Comerica Bank
m/c 4770
75 E. Trimble Road
San Jose, CA 95131
Attn: Manager
Fax: (408) 556-5091

BANK:

COMERICA BANK

By: [Signature]

Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FROM DESIGN TO DELIVERY	77/157885	4/16/2007	n/a	n/a
PIPELINESCHEDULER	77/014455	10/5/2006	n/a	n/a
PIPELINEOPTIMIZER	78/860746	4/13/2006	3,240,932	5/8/2007
GASLOADFORECASTER	78/703179	8/30/2005	3,138,675	9/5/2006
TLNET	78/534580	12/17/2004	3,028,921	12/13/2005
TGNET	78/534058	12/16/2004	3,035,681	12/27/2005
VISUALPIPELINE	78/529316	12/8/2004	3,028,835	12/13/2005
TRANSACTIONMANAGER	78/304612	9/24/2003	2,881,791	9/7/2004
ENERGYSOLUTIONS	78/304625	9/24/2003	2,881,792	9/7/2004
PIPELINEMANAGER	78/304411	9/23/2003	2,946,947	5/3/2005
PIPELINETRANSPORTER	78/304377	9/23/2003	2,950,708	5/10/2005
PIPELINESTUDIO	78/304314	9/23/2003	2,975,730	7/26/2005
GASMAN	78/062726	5/9/2001	2,652,003	11/19/2002
PIPELINE STUDIO	75/566912	10/8/1998	2,352,754	5/23/2000
J-AM J-AR	75/463137	4/6/1998	2,525,439	1/1/2002
H THE HEDGER	75/267184	4/1/1997	2,210,219	12/15/1998
TGNET	73/415915	3/4/1983	1286957	7/24/1984
PIPELINEADVISOR	78/661808	6/30/2005	n/a	n/a
Stylized "S" (Design Only)	78/304671	9/24/2003	2928763	3/1/2005

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