

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EnergySolutions, LLC		06/26/2007	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc., as Administrative and Collateral Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2820898	ENVIROCARE
Registration Number:	1987013	
Registration Number:	1987012	"THE SAFE ALTERNATIVE"
Registration Number:	2294153	M
Registration Number:	1755719	CHEM-NUCLEAR
Registration Number:	1472640	CHEM-NUCLEAR
Registration Number:	1472639	CNSI
Registration Number:	1472643	ALPS
Registration Number:	1365620	OSSC
Registration Number:	2589771	DURATEK
Registration Number:	2622097	DURATEK
Registration Number:	2602484	DURATEK
Registration Number:	2602480	DURATEK

CH \$490.00 2820898

Registration Number:	2276852	SPECIALIZED GENERATOR SERVICES
Serial Number:	78539216	SAFE AND SECURE
Serial Number:	78793108	ENERGYSOLUTIONS
Serial Number:	78793098	ENERGYSOLUTIONS
Serial Number:	78793088	WE'RE PART OF THE SOLUTION
Serial Number:	78444934	BNG AMERICA

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 976576
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	07/05/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of June 26, 2007, by ENERGYSOLUTIONS, LLC, a Utah limited liability company and the subsidiaries listed on Appendix I hereto, (each, a "Grantor" and, collectively the "Grantors"), in favor of CITICORP NORTH AMERICA, INC., in its capacity as collateral agent for Secured Parties (the "Collateral Agent"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Second Lien Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of June 26, 2007 (the "Second Lien Credit Agreement"), by and among ENERGYSOLUTIONS, LLC, a Utah limited liability company ("EnergySolutions" and "the Borrower"), ENV HOLDINGS LLC ("Holdco"), the other Loan Parties from time to time signatory thereto, CITICORP NORTH AMERICA, INC., as administrative agent (in such capacity, the "ES Administrative Agent") and the other Agents and Lenders from time to time signatory thereto; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Second Lien Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for itself and the benefit of Secured Parties, the EnergySolutions Security Agreement; and

WHEREAS, pursuant to the EnergySolutions Security Agreement and Subsidiary Security Agreement, each Grantor is required to execute and deliver this Agreement to the Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of each Grantor's Obligations under the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Collateral Agent, for itself and the benefit of Secured Parties, a continuing Second Priority security interest (subject to first priority liens granted pursuant to the First Lien Credit Agreements and Permitted Liens) 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 trademark licenses to which it is a party including, without limitation, those set forth on Exhibit A attached hereto; (b) all renewals or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future: (i) infringement or dilution of any trademark or trademark licensed under any trademark license, and (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for itself and the benefit of Secured Parties, pursuant to the EnergySolutions Security Agreement and Subsidiary Security Agreement, as applicable. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the EnergySolutions Security Agreement or Subsidiary Security Agreement, as applicable, the terms and provisions of which are incorporated by reference herein as if set forth at length herein.

3. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTORS:

ENERGYSOLUTIONS, LLC

DURATEK, INC.

DURATEK SERVICES, INC.

By: 

Steve Cramer,
Chief Executive Officer

BNG AMERICA LLC

CHEM-NUCLEAR SYSTEMS, L.L.C.

MANUFACTURING SCIENCES CORPORATION

By: 

Joan-L Everest II,
Secretary

[Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

CITICORP NORTH AMERICA, INC.

By: *Julie Persily*
Name: Julie Persily
Title: Managing Director and Vice President

[Trademark Security Agreement]

Appendix I

<u>Subsidiary</u>	<u>State of Formation</u>
Manufacturing Sciences Corporation	Colorado
BNG America LLC	Delaware
Chem-Nuclear Systems, L.L.C.	Delaware
Duratek, Inc.	Delaware
Duratek Services, Inc.	Tennessee

Exhibit A
to
Trademark Security Agreement

Trademark Registrations

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
EnergySolutions, LLC	2820898	ENVIROCARE
EnergySolutions, LLC	1987013	Company Logo
EnergySolutions, LLC	1987012	Company Slogan: "THE SAFE ALTERNATIVE"
EnergySolutions, LLC	78-539,216	SAFE AND SECURE Block letters
Manufacturing Sciences Corporation	2294153	M (stylized) and Design
EnergySolutions, LLC	78-793,108	ENERGYSOLUTIONS Block Letters
EnergySolutions, LLC	78-793,098	ENERGYSOLUTIONS and Design
EnergySolutions, LLC	78-793,088	WE'RE PART OF THE SOLUTION Block Letters
BNG America LLC	78-444,934	BNG AMERICA and Design
Chem-Nuclear Systems, L.L.C.	1755719	CHEM-NUCLEAR
Chem-Nuclear Systems, L.L.C.	1472640	CHEM-NUCLEAR
Chem-Nuclear Systems, L.L.C.	1472639	CNSI
Chem-Nuclear Systems, L.L.C.	1472643	ALPS
Chem-Nuclear Systems, L.L.C.	1365620	OSSC
Duratek, Inc.	2589771	DURATEK
Duratek, Inc.	2622097	DURATEK and Design
Duratek, Inc.	2602484	DURATEK and Design
Duratek, Inc.	2602480	DURATEK
Duratek Services, Inc.	2276852	SPECIALIZED GENERATOR SERVICES

Trademark Applications

None.

Trademark Licenses

None.