

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cunningham Lindsey U.S. Inc.		06/19/2008	CORPORATION: TEXAS
Vale National Training Center, Inc.		06/19/2008	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	ING Capital LLC
<b>Street Address:</b>	1325 Avenue of the Americas, 8th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3106539	WHERE LEARNING IS A HANDS-ON EXPERIENCE
Registration Number:	3299038	CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS
Registration Number:	3299036	ESRS
Registration Number:	3299039	CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS
Registration Number:	3131407	ENVIRONMENTAL SOLUTIONS
Registration Number:	3134499	ENVIRONMENTAL SOLUTIONS
Registration Number:	3299035	ESRS
Registration Number:	3049542	1-800-ADJUST4
Registration Number:	2413819	CUNNINGHAM LINDSEY
Registration Number:	2255689	VALE NATIONAL
Registration Number:	2416429	CUNNINGHAM LINDSEY
Registration Number:	2108707	1-800-ADJUST4
Registration Number:	0835673	ESTIMATICS

CH \$340.00 3106539

CORRESPONDENCE DATA

Fax Number: (212)735-2000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3703  
Email: mmcguire@skadden.com  
Correspondent Name: John Ubani  
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 2: Four Times Square  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	290710/50.
NAME OF SUBMITTER:	John Ubani
Signature:	/John Ubani/
Date:	06/23/2008

Total Attachments: 6  
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**EXECUTION VERSION**

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement dated as of June 19, 2008, by each of the undersigned grantors (each a "Grantor" and, collectively, the "Grantors"), in favor of ING CAPITAL LLC, acting in the capacity of collateral agent for the benefit of the Secured Parties (in such capacity, the "Collateral Agent").

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of June 19, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Cunningham Lindsey Intermediate Holdings (Delaware LLC) (the "Borrower"), the Lenders party thereto and ING Capital LLC, as Administrative Agent for the benefit of the Lenders, the Lenders have severally agreed to maintain loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to that certain Pledge and Security Agreement dated June 19, 2008 in favor of ING Capital LLC, as Collateral Agent (the "Pledge and Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to maintain their respective loans to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

**Section 1. Defined Terms.**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.**

Each Grantor, as collateral security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required payment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations of such Grantor, hereby grants to the Collateral Agent a security interest and continuing lien on all of its right, title and interest in, to and under all of its Trademarks and Trademark Licenses to which such Grantor is a party, including, without limitation, those referred to on Schedule I hereto (the "Trademark Collateral").

**Section 3. Security Agreement.**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and 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 Pledge and Security Agreement.

**Section 4. Recordation.**

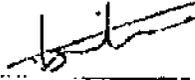
Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**Section 5. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR AND THE COLLATERAL AGENT HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS.

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.

CUNNINGHAM LINDSEY U.S. INC.,  
as Grantor

By:   
Name: HARI SUBRAMANIAM  
Title: VICE PRESIDENT & TREASURER

VALE NATIONAL TRAINING CENTER, INC.,  
as Grantor

By:   
Name: HARI SUBRAMANIAM  
Title: VICE PRESIDENT & TREASURER

ACCEPTED AND AGREED  
as of the date first above written:

ING CAPITAL LLC  
as Collateral Agent

By: \_\_\_\_\_  
Name  
Title:

[Signature Page - Trademark Security Agreement]

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ACKNOWLEDGMENT OF GRANTOR

STATE OF IL )  
COUNTY OF COOK ) ss.

On this 9 day of June, 2008 before me personally appeared Hari Subramaniam who being by me duly sworn (s/he) depose and say that (he)(she) is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that (he)(she) acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

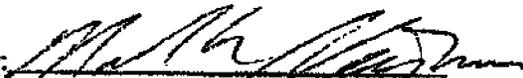


[Notary - Trademark Security Agreement]

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ACCEPTED AND AGREED  
as of the date first above written:

ING CAPITAL LLC,  
as Collateral Agent

By: 

Name: Mark R. Newsome

Title: Director

*(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT)*

**Schedule I  
to  
Trademark Security Agreement**

*Trademark Registrations*

<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>	<b>OWNER</b>
WHERE LEARNING IS A HANDS-ON EXPERIENCE	23-JUN-2005	3106539	Vale National Training Center, Inc. (Texas Corp)
CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS	01-APR-2005	3299038	Cunningham Lindsey U.S., Inc. (Texas Corp.)
ESRS	01-APR-2005	3299036	Cunningham Lindsey U.S., Inc. (Texas Corp.)
CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS	01-APR-2005	3299039	Cunningham Lindsey U.S., Inc. (Texas Corp.)
ENVIRONMENTAL SOLUTIONS	01-APR-2005	3131407	Cunningham Lindsey U.S., Inc. (Texas Corp.)
ENVIRONMENTAL SOLUTIONS	01-APR-2005	3134499	Cunningham Lindsey U.S., Inc. (Texas Corp.)
ESRS	01-APR-2005	3299035	Cunningham Lindsey U.S., Inc. (Texas Corp.)
1-800-ADJUST4	31-AUG-2004	3049542	Cunningham Lindsey U.S., Inc. (Texas Corp.)
CUNNINGHAM LINDSEY and Design	23-AUG-1999	2413819	Cunningham Lindsey U.S., Inc. (Delaware Corp.)
CUNNINGHAM LINDSEY and Design	29-JUN-1999	58909*	Cunningham Lindsey U.S. Inc. (Texas Corp)
VALE NATIONAL	15-JUN-1998	2255689	Vale National Training Center, Inc. (Texas Corp)
CUNNINGHAM LINDSEY	24-FEB-1999	2416429	Cunningham Lindsey U.S., Inc. (Delaware Corp.)
1-800-ADJUST4	19-AUG-1996	2108707	Cunningham Lindsey U.S., Inc. (Texas Corp.)
ESTIMATICS	20-DEC-1965	835673	Vale National Training Center, Inc. (Texas Corp)

\*Texas registration