

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marcor Holdings, Inc.		01/14/2009	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Marcor Remediation, Inc.		
Street Address:	246 Cockeysville Road		
Internal Address:	Suite 1		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21030-2149		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3279409	MARCOR ENVIRONMENTAL	
Registration Number:	3279410	MARCOR ENVIRONMENTAL	
Registration Number:	3188815	MARCOR	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-2000		
Email:	ccasey@kirkland.com, lewisd@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	200 East Randolph Drive, Suite 5300		
Address Line 2:	c/o Daniel Lewis		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	22399-2		
NAME OF SUBMITTER:	Daniel Lewis		

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Signature:

/Daniel Lewis/

Date:

01/20/2009

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 14, 2009 (the "Effective Date") by and between Marcor Holdings, Inc., a Maryland corporation, having a place of business located at 246 Cockeysville Road, Suite 1, Hunt Valley, MD 21030-2149 ("Assignor"), and Marcor Remediation, Inc., a Maryland Corporation, having a place of business located at 246 Cockeysville Road, Suite 1, Hunt Valley, MD 21030-2149 ("Assignee").

WHEREAS, Assignor has entered into a Contribution Agreement (the "Agreement") with Assignee, whereby certain assets of Assignor, including the United States federal trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (collectively, the "Marks"), are being transferred to Assignee.

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

It is agreed that the Assignor shall be legally bound, upon reasonable request of the Assignee, or its successors, assigns or legal representatives, to supply information and evidence of which the undersigned has knowledge or possession relating to the use of the Marks, to testify in any legal proceeding relating thereto, and to execute all instruments proper to carry out the intent of this instrument.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

The rights and property herein conveyed by the undersigned are free and clear of any encumbrance.

EXECUTED on January 14, 2009.



MARCOR HOLDINGS, INC.

By: 
Richard D. Ehrlich
President and CEO

MARCOR REMEDIATION, INC.

By: 
Richard D. Ehrlich
CEO

Exhibit A

Country	Company Name	Share Class	Authorized Shares	Registration No.	Registration Date	Status	Parent/Owner
US	Marcor Environmental 	37, 40	78/640,645 5/31/2005	3,279,409	8/14/2007	Registered	Marcor Holdings, Inc.
US	Marcor Environmental 	37, 40	78/640,676 5/31/2005	3,279,410	8/14/2007	Registered	Marcor Holdings, Inc.
US	Marcor	37, 40	78/640,562 5/31/2005	3,188,815	12/26/2006	Registered	Marcor Holdings, Inc.

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