

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Energy Solutions International, Inc.		06/22/2007	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	75 E. Trimble Road		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>Entity Type:</b>	a Texas banking association:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3570027	PIPEWORKS	
Registration Number:	3570026	LEAKWARN	
Serial Number:	77509822	PIPELINENOMINATIONS	
Serial Number:	77509783	PIPELINEDASHBOARD	
Serial Number:	77509802	PIPELINEACCOUNTING	
Serial Number:	77311120	TITUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	734-761-3780		
<b>Email:</b>	asujek@bodmanllp.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek		
<b>Address Line 1:</b>	201 South Division, Ste 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		

**OP \$165.00 3570027**

**900134564**

**TRADEMARK**  
**REEL: 003991 FRAME: 0215**

Signature:	/Angela Alvarez Sujek/
Date:	05/21/2009
Total Attachments: 6 source=20090521124748456#page1.tif source=20090521124748456#page2.tif source=20090521124748456#page3.tif source=20090521124748456#page4.tif source=20090521124748456#page5.tif source=20090521124748456#page6.tif	

## 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
PIPEWORKS	77/523387	7/16/2008	3,570,027	2/3/2009
LEAKWARN	77/523370	7/16/2008	3,570,026	2/3/2009

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<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PIPELINENOMINATIONS	77/509822	6/27/2008	n/a	n/a
PIPELINEDASHBOARD	77/509783	6/27/2008	n/a	n/a
PIPELINEACCOUNTING	77/509802	6/27/2008	n/a	n/a
TITUS	77/311120	10/23/2007	n/a	n/a