#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT           |
|-----------------------|--------------------------|
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE:       | 01/27/2006               |

#### **CONVEYING PARTY DATA**

| Name             | Formerly | Execution Date | Entity Type       |
|------------------|----------|----------------|-------------------|
| BNG AMERICA, LLC |          | II10/13/2009 I | LIMITED LIABILITY |
|                  |          |                | COMPANY: DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:           | ENERGYSOLUTIONS, LLC            |  |
|-----------------|---------------------------------|--|
| Street Address: | 423 West 300 South, Suite 200   |  |
| City:           | Salt Lake City                  |  |
| State/Country:  | UTAH                            |  |
| Postal Code:    | 84101                           |  |
| Entity Type:    | LIMITED LIABILITY COMPANY: UTAH |  |

# PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2294153 | M         |

## **CORRESPONDENCE DATA**

Fax Number: (801)799-5700

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

Phone: 801-799-5830

Email: slcipdocket@hollandhart.com

Correspondent Name: L. Grant Foster, HOLLAND & HART LLP

Address Line 1: 60 East South Temple, Suite 2000

Address Line 2: P.O. Box 11583

Address Line 4: Salt Lake City, UTAH 84110

| ATTORNEY DOCKET NUMBER: | 45096.0183      |
|-------------------------|-----------------|
| NAME OF SUBMITTER:      | L. Grant Foster |
|                         |                 |

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| Signature:   | /L. Grant Foster/ |
|--|-------------------|
| Date:  | 10/14/2009        |
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### NUNC PRO TUNC TRADEMARK/SERVICE MARK ASSIGNMENT

This Nunc Pro Tunc Trademark/Service Mark Assignment (this "Nunc Pro Tunc Assignment") is made and entered into as of this 13th day of October, 2009, with an effective date of 27 January 2006, by and between BNG America, LLC, a Delaware corporation, having a business address of 1235 S. Clark Street, Suite 700, Arlington, VA 22202 ("Assignor"), and EnergySolutions, LLC, a limited liability company, having a business address of 423 West 300 South, Suite 200, Salt Lake City, UT 84101 ("Assignee").

WHEREAS, Assignor adopted, used, and was using the mark registered with the U.S. Patent and Trademark Office (USPTO) as Registration No. 2,294,153 (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Mark and the goodwill associated therewith, as well as any corresponding U.S. trademark/service mark registrations or registration applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

- 1. Assignor hereby assigns, transfers, and quitclaims to Assignee all of its right, title, and interest in and to the Mark, as well as any corresponding U.S. trademark/service mark registrations or registration applications; together with the goodwill of the business symbolized thereby, and all causes of action for infringement thereof, and any and all royalties for any licenses thereof (collectively, the "Assets").
- 2. Assignor agrees that the Assets as defined herein include all of Assignor's right, if any, to sue, bring actions for, and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Assets.
- 3. The Assignor also hereby covenants and agrees that the Assignor shall, at the request of Assignee or its counsel and at Assignee's cost, risk, and expense, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, powers of attorney, and assurances as may be required to carry out the intent of this Nunc Pro Tunc Assignment, and to transfer and vest all of Assignor's right, title, and interest to and in the Assets and to procure, maintain, enforce and protect such right, title and interest; provided, however, this Nunc Pro Tunc Assignment shall be effective regardless of whether any such additional documents are executed.
- 4. This Nunc Pro Tunc Assignment shall be binding upon Assignor, Assignor's successors and assigns.

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IN WITNESS WHEREOF, the Assignor has executed this Nunc Pro Tunc Assignment and caused the same to be duly delivered on its behalf effective as of the day and year first set forth above.

BNG America, LLC

Name: Breke Harnagel

Title: Vice President/Secretary

ENERGY OLUTIONS, LLC

By: Name: Philip-Strawbridge

Title: CFO

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