

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																								
CONVEYING PARTY DATA																									
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CORRESPONDENCE DATA																									
Fax Number:	(202)408-3141																								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																									
Phone:	800-927-9801 x2348																								
Email:	jpaterso@cscinfo.com																								

CH \$190.00 3116267

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	159329-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/19/2009

Total Attachments: 7
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Addendum to Cover Page of Trademark Cover Page

1. Name of conveying party(ies)

Manufacturing Sciences Corporation, a Colorado corporation

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of September 23, 2009, by ENERGYSOLUTIONS, LLC, a Utah limited liability company and MANUFACTURING SCIENCES CORPORATION, a Colorado corporation (each, a "Grantor" and, collectively the "Grantors"), in favor of CITICORP NORTH AMERICA, INC., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to (i) that certain Third Amended and Restated Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "EnergySolutions Credit Agreement") dated as of the date hereof, by and among EnergySolutions, LLC ("EnergySolutions"), EnergySolutions, Inc., a Delaware corporation, the Collateral Agent, the other agents and the lenders from time to time party thereto (the "EnergySolutions Lenders"), the EnergySolutions Lenders agreed to make loans to, and issue Letters of Credit for the benefit of, EnergySolutions and (ii) that certain Amended and Restated Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Duratek Credit Agreement" and together with the EnergySolutions Credit Agreement, the "Credit Agreements") dated as of the date hereof, by and among Duratek, Inc., a Delaware corporation ("Duratek" and together with EnergySolutions, the "Borrowers"), the Collateral Agent, the other agents and the lenders from time to time party thereto (the "Duratek Lenders" and together with the EnergySolutions Lender, the "Lenders"), the Duratek Lenders agreed to make loans for the benefit of Duratek; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreements, 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 Borrower's Security Agreement; and

WHEREAS, pursuant to the Borrower's 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:

I. 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 first priority security interest (subject to 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 good-

will 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 Borrower's 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 Borrower's 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,
MANUFACTURING SCIENCES
CORPORATION.

By: _____


Name: Richard Tooz

Title: Treasurer

[SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004080 FRAME: 0453

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

CITICORP NORTH AMERICA, INC.

By: 

Name: **Blake Cronich**

Title: **Vice President**

[Supplemental Trademark Security Agreement]

Exhibit A
to
Trademark Security Agreement

Trademark Registrations

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
EnergySolutions, LLC	3116267	SAFE AND SECURE Block letters
Manufacturing Sciences Corporation	2294153	M (stylized) and Design
EnergySolutions, LLC	3445190	ENERGYSOLUTIONS Block Letters
EnergySolutions, LLC	3445189	ENERGYSOLUTIONS and Design
EnergySolutions, LLC	3314241	WE'RE PART OF THE SOLUTION Block Letters
EnergySolutions, LLC	3,645,828	EnergySolutions Arena
EnergySolutions, LLC	3,645,827	EnergySolutions Arena and Design

• Trademark Applications

- License Agreement, dated August 17, 1992 between GTS Duratek, Inc. and Dr. Theodore Aaron Litovitz and Dr. Pedro Buarque de Macedo for vitrification technology
- License Agreement, dated May 8, 2000 between Duratek Services, Inc. and Ishikawajima-Harima Heavy Industries Co., Ltd., (IHI, Japan) for steam reforming system and technology
- License Agreement, dated June 21, 2002 between Duratek Services, Inc. and Ishikawajima-Harima Heavy Industries Co., Ltd. (IHI, Japan) for steam reforming system and technology for non-radioactive materials
- License Agreement, dated January 3, 2005 between Duratek Services, Inc. and Enquest Power Corp. (Canada) for steam reforming system and technology
- Sublicensing Agreement, dated April 07, 2004 between EnergySolutions Spent Fuel Division, Inc. and Duke Engineering & Services for Ventilated Storage Cask Technology