

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ENERGY SOLUTIONS INTERNATIONAL, INC.

- Individual(s)
- General Partnership
- Corporation- State: Texas
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 4, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Square 1 Bank

Internal

Address: Lee Conner

Street Address: 406 Blackwell Street

City: Durham

State: North Carolina

Country: USA Zip: 27701

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship North Carolina
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,652,003 and others as described on Exhibit C attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

GASMAN

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Square 1 Bank

Internal Address: Lee Conner

Street Address: 406 Blackwell Street, Suite 240

City: Durham

State: North Carolina Zip: 27701

Phone Number: 919-314-3086

Fax Number: 919-354-1278 NEW

Email Address: lpandocsdept@square1bank.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 590

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 50-3822

Authorized User Name Lee Conner

9. Signature:

Lee Conner
Signature

6-7-10
Date

Lee Conner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$540.00 503822 77311120

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration /Serial /Application Number</u>	<u>Registration/ Application Date</u>
GASMAN® G&S: Computer Programs and User Manuals supplied therewith for natural gas marketing	2,652,003	11/19/2002
PIPELINEMANAGER® Computer programs for use in pipeline operation and control in the energy industry.	2,946,947	5/3/2005
PIPELINETRANSPORTER® G&S: Computer programs for use in pipeline operation and control in the energy industry.	2,950,708	5/10/2005
ENERGYSOLUTIONS® G&S: Computer programs for use in pipeline operation and control in the energy industry	2,881,792	9/7/2004
Stylized "S" ® G&S: Computer programs for use in pipeline operation and control in the energy industry.	2,928,763	3/1/2005
TRANSACTIONMANAGER® G&S: Computer programs for use in pipeline operation and control in the energy industry.	2,881,791	9/7/2004
PIPELINESTUDIO® G&S: Computer programs for use in pipeline operation and control in the energy industry.	2,975,730	7/26/2005
PIPELINE STUDIO® G&S: Computer programs for use in pipeline operation and control in the energy industry.	2,352,754	5/23/2000
VISUALPIPELINE® G&S: Computer software, namely software for providing graphical operator interface with other computer programs used for pipeline operation and control in the energy industry.	3,028,835	1/13/2005
TCNET® G&S: Computer Programs Recorded on Magnetic tapes.	1,286,957	7/24/1984

TRADEMARK

REEL: 004220 FRAME: 0179

Description	Registration /Serial /Application Number	Registration/ Application Date
TLNET® G&S: Computer programs, namely software for simulating liquid pipeline networks for design and modeling.	3,028,921	12/13/2005
TGNET® G&S: Computer programs, namely software for simulating gas pipeline networks for design and modeling.	3,035,681	12/27/2005
GASLOADFORECASTER® G&S: Computer programs, namely software for optimizing gas business and operational processes for pipeline operation and control in the energy industry.	3,138,675	9/5/2006
PIPELINEOPTIMIZER® G&S: Computer programs for use in pipeline operation and control in the energy industry.	3,240,932	5/8/2007
PIPELINESCHEDULER® G&S: Computer programs for use in pipeline operation and control in the energy industry	3,438,454	5/27/2008
TITUS™ G&S: Computer programs for use in pipeline operation and control in the energy industry Basis: Intent to Use	77311120*	10/23/2007*
LEAKWARN® G&S: Software for use in the operation of liquid pipelines.	3,570,026	2/3/2009
PIPEWORKS® G&S: Software for use in the operation of liquid pipelines.	3,570,027	2/3/2009
PIPELINEDASHBOARD™ G&S: Computer programs for use in pipeline operation and control in the energy industry Basis: Intent to Use	77509783*	6/27/2008*
PIPELINEACCOUNTING™ G&S: Computer programs for use in pipeline operation and control in the energy industry Basis: Intent to Use	77509802*	6/27/2008*

<u>Description</u>	<u>Registration /Serial /Application Number</u>	<u>Registration/ Application Date</u>
PIPELINENOMINATIONS™ G&S: Computer programs for use in pipeline operation and control in the energy industry Basis: Intent to Use	77509822*	6/27/2008*
PIPELINEMANAGER	85/041134	5/18/2010
PIPELINETRANSPORTER	85/041121	5/18/2010

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 4, 2010 by and between SQUARE 1 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 accommodations 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 as of February 26, 2010 (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 extend and to continue to extend financial accommodations 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 (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 (collectively, "*Intellectual Property Collateral*").

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.

SIGNATURE PAGE FOLLOWS



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:

Address of Grantor:

7904 N Sam Parkway W, Suite 200
Houston, TX 77064

**ENERGY SOLUTIONS
INTERNATIONAL, INC.**

By: *J. Stillman*

Title: *CFO*

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: *[Signature]*

Title: *SVP*



EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

74
02
81
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EXHIBIT B
PATENTS

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
NONE		

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