

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest in Trademark Rights - Second Lien	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Envirosolutions, Inc.		07/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3419843	ANSWER TO WASTE	
Registration Number:	3188888	PDS	
Registration Number:	3462269		
Serial Number:	78656378	ESI	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	022537/0172		
NAME OF SUBMITTER:	Mindy M. Lok		

OP \$115.00 3419843

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Signature:	/m/
Date:	07/30/2010
Total Attachments: 7 source=EnSolT2#page1.tif source=EnSolT2#page2.tif source=EnSolT2#page3.tif source=EnSolT2#page4.tif source=EnSolT2#page5.tif source=EnSolT2#page6.tif source=EnSolT2#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of July 29, 2010 is made by ENVIROSOLUTIONS, INC., a Delaware corporation, located at 14500 Avion Parkway, Suite 310, Chantilly, Virginia, 20151, (the “Grantor”), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS (“DBTCA”), as Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of July 29, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ENVIROSOLUTIONS REAL PROPERTY HOLDINGS, INC., a Delaware corporation (the “Company”), POTOMAC DISPOSAL SERVICES OF VIRGINIA REAL PROPERTY HOLDINGS, LLC, a Virginia limited liability company (“Potomac Disposal LLC”), FURNACE ASSOCIATES, INC., a Virginia corporation (“Furnace”), CAPELS LANDFILL, LLC, a Delaware limited liability company (“Capels”), BR LANDFILL, LLC, a Delaware limited liability company (“BR Landfill”), RIVER CITIES DISPOSAL, LLC, a Kentucky limited liability company (“River Cities”), BIG RUN COAL AND CLAY COMPANY, INC., a Kentucky corporation (“Big Run”), ASHLAND INVESTMENTS, LLC, a Delaware limited liability company (“Ashland”), 9304 D’ARCY, LLC, a Maryland limited liability company (“9304 D’Arcy”), and BR PROPERTY HOLDINGS, INC., a Delaware corporation (“BR Property”), (each a “Borrower” and collectively the “Borrowers”), the Grantor, ENVIROSOLUTIONS HOLDINGS, INC., a Delaware corporation (“Holdings”), and DBTCA as administrative agent (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth in the Credit Agreement in order to enable the Borrowers to, among other things, consummate the transactions contemplated by the Joint Plan of Reorganization of the Borrowers and certain of their subsidiaries under Chapter 11 of Title 11 of the United States Code, and to pay related fees and expenses; and

WHEREAS, the Borrowers, the lenders party thereto from time to time and the Agent have entered into a Second Lien Credit Agreement, dated as of July 29, 2010 together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Second Lien Credit Agreement”), and the borrowings and other obligations under such Second Lien Credit Agreement shall be secured on a second priority basis by a Lien on the Collateral in favor of the DBTCA, as second lien administrative agent and second lien collateral agent (in such capacity, the “Second Lien Collateral Agent”), subject to the terms of the Intercreditor Agreement, dated as of July 29, 2010 (the “Intercreditor Agreement”) among the Borrowers, the Collateral Agent, the Second Lien Collateral Agent and certain other parties from time to time party thereto;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of July 29, 2010, in favor of the Agent (together

with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor agrees, for the ratable benefit of the Agent and Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, the Collateral shall not include any application for any Trademark filed in the United States Patent and Trademark Office ("PTO") on the basis of the Grantor's "intent to use" such Trademark, unless and until acceptable evidence of use of such Trademark has been filed with the PTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement, the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ENVIROSOLUTIONS, INC.
As Grantor

By: 
Name: Charles B. Fromm
Title: Vice President
Date:

DEUTSCHE BANK TRUST COMPANY AMERICAS
As Collateral Agent for the Lenders

By: _____
Name:
Title:
Date:

[Trademark Security Agreement -- Second Lien]

TRADEMARK
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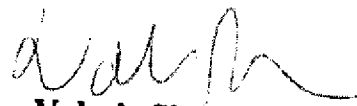
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ENVIROSOLUTIONS, INC.
As Grantor

By: _____
Name:
Title:
Date:

DEUTSCHE BANK TRUST COMPANY AMERICAS
As Collateral Agent for the Lenders

By: _____
Name: **Vincent D'Amore**
Title: **Director**
Date:


Valerie Shapiro
Vice President

[Trademark Security Agreement – Second Lien]

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss
COUNTY OF Prince William

Charles B. Proffitt On the 28th day of July, 2010, before me personally came
Vice President, who is personally known to me to be the _____ of
EnviroSolutions, Inc., a Delaware corporation; who, being duly sworn, did depose and say that
she/he is the Vice President in such corporation, the corporation described in and
which executed the foregoing instrument; that she/he executed and delivered said instrument
pursuant to authority given by the Board of Directors of such corporation; and that she/he
acknowledged said instrument to be the free act and deed of said corporation.

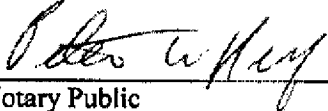


[Signature]
Notary Public

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF **New York**)
) ss
COUNTY OF **New York**

On the 28 day of July, 2010, before me personally came Vincent D'Amore
Valerie Shapiro, who is personally known to me to be the Director / VP of
DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York corporation; who, being
duly sworn, did depose and say that she/he is the Director / VP in such
corporation, the corporation described in and which executed the foregoing instrument; that
she/he executed and delivered said instrument pursuant to authority given by the Board of
Directors of such corporation; and that she/he acknowledged said instrument to be the free act
and deed of said corporation.



Notary Public

Peter W. Helf
Notary Public, State of New York
No. 01HE6030586 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires Sept. 13, 2013

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
ANSWER TO WASTE	3,419,843
PDS	3,188,888
DESIGN	3,462,269
ESI	78/656,378