

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Energy Solutions International, Inc.		06/04/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Triangle Mezzanine Fund, LLLP
Street Address:	3700 Glenwood Avenue, Suite 530
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27612
Entity Type:	Limited Liability Limited Partnership: NORTH CAROLINA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2652003	GASMAN
Registration Number:	2946947	PIPELINEMANAGER
Registration Number:	2950708	PIPELINETRANSPORTER
Registration Number:	2881792	ENERGYSOLUTIONS
Registration Number:	2928763	
Registration Number:	2881791	TRANSACTIONMANAGER
Registration Number:	2975730	PIPELINESTUDIO
Registration Number:	2352754	PIPELINE STUDIO
Registration Number:	3028835	VISUALPIPELINE
Registration Number:	2210219	H THE HEDGER
Registration Number:	1286957	TGNET
Registration Number:	3028921	TLNET
Registration Number:	3035681	TGNET
Registration Number:	3138675	GASLOADFORECASTER

OP \$565.00 2652003

Registration Number:	3240932	PIPELINEOPTIMIZER
Registration Number:	3438454	PIPELINESCHEDULER
Serial Number:	77311120	TITUS
Registration Number:	3570026	LEAKWARN
Registration Number:	3570027	PIPEWORKS
Serial Number:	77509783	PIPELINEDASHBOARD
Serial Number:	77509802	PIPELINEACCOUNTING
Serial Number:	77509822	PIPELINENOMINATIONS

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704 331 5792
Email: donna.millard@klgates.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St, Hearst Tower 47th Floor
Address Line 2: K & L Gates LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2932852.00017TRIANGLECAPI
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/ Karl S. Sawyer, Jr. /
Date:	08/05/2010

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "*Agreement*") is entered into as of June 4, 2010 by and between TRIANGLE MEZZANINE FUND, LLLP ("*Secured Party*") and ENERGY SOLUTIONS INTERNATIONAL, INC., a Texas corporation ("*Grantor*").

RECITALS

A. Secured Party 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 Senior Subordinated Note Purchase Agreement by and between Secured Party, Energy Solutions Holdings LP, Entessa, Inc., ESI Merger Sub, LLC and Grantor, dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Secured Party is willing to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party 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 Security Agreement executed by Grantor in connection with the Loan Agreement, Grantor has granted to Secured Party 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 Secured Party, 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 Secured Party and Grantor, Grantor grants and pledges to Secured Party 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 Secured Party under the Security Agreement. The rights and remedies of Secured Party with

respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Note Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Note 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies. In the event of any irreconcilable conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall control.

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.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to principles of conflicts of law.

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:  _____

Title: Secretary _____

SECURED PARTY:

Address of Secured Party:

3700 Glenwood Avenue, Suite 530
Raleigh, NC 27612
Attn: Cary B. Nordan

TRIANGLE MEZZANINE FUND II LP

By: New Triangle GP, LLC, its General Partner
By: Triangle Capital Corporation, its Manager

By: _____

Title: _____

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: _____

Title: _____

SECURED PARTY:

Address of Secured Party:

3700 Glenwood Avenue, Suite 530
Raleigh, NC 27612
Attn: Cary B. Nordan

TRIANGLE MEZZANINE FUND ~~LLP~~ LLLP

By: New Triangle GP, LLC, its General Partner
By: Triangle Capital Corporation, its Manager

By: Cary B. Nordan

Title: Principal

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
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None.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
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
H THE HEDGER® G&S: Computer programs for tracking and accounting for risk mgmnt activity in the commodities and financial markets.	2,210,219	12/15/1998
TGNET® G&S: Computer Programs Recorded on Magnetic tapes.	1,286,957	7/24/1984
TLNET® G&S: Computer programs, namely software for	3,028,921	12/13/2005

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Description	Registration/ Application Number	Registration/ Application Date
simulating liquid pipeline networks for design and modeling. TGNET®	3,035,681	12/27/2005
G&S: Computer programs, namely software for simulating gas pipeline networks for design and modeling. PLMMONITOR™	Never filed	Never filed
GASLOADFORECASTER®	3,138,675	9/5/2006
G&S: Computer programs, namely software for optimizing gas business and operational processes for pipeline operation and control in the energy industry.		
PIPELINEADVISOR™	Abandoned	Abandoned
G&S: Computer software, namely, software for selecting the appropriate leak detection method for pipeline systems and interfacing with other computer programs used for pipeline operation and control in the energy industry.		
PIPELINEOPTIMIZER®	3,240,932	5/8/2007
G&S: Computer programs for use in pipeline operation and control in the energy industry.		
PIPELINESCHEDULER®	3,438,454	3/26/2008
G&S: Computer programs for use in pipeline operation and control in the energy industry		
FROM DESIGN TO DELIVERY™	Pending	Pending
G&S: Computer software, namely software for providing operator interface with other computer programs used for pipeline operation and control in the energy industry		
TITUS™	77/311,120	Pending
G&S: Computer programs for use in pipeline operation and control in the energy industry Basis: Intent to Use		
HORIZON™	3,570,026	2/3/2009
G&S: Computer programs for use in pipeline operation and control in the energy industry Basis: Intent to Use		
LEAKWARN®	3,570,026	2/3/2009
G&S: Software for use in the operation of liquid pipelines.		
PIPEWORKS®	3,570,027	
G&S: Software for use in the operation of liquid pipelines.		
PIPEVIEW™	[Allowed]	[Allowed]

Description	Registration/ Application Number	Registration/ Application Date
PIPELINEDASHBOARD™ G&S: Computer programs for use in pipeline operation and control in the energy industry Basis: Intent to Use	77/509,783	
PIPELINEACCOUNTING™ G&S: Computer programs for use in pipeline operation and control in the energy industry Basis: Intent to Use	77/509,802	
PIPELINENOMINATIONS™ G&S: Computer programs for use in pipeline operation and control in the energy industry Basis: Intent to Use	77/509,822	
ENERGY SOLUTIONS INTERNATIONAL	Pending	Pending