

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENTACT, LLC		09/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 W. Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Ohio Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2333244	ENTACT	
Registration Number:	2899691	ENTACT	
CORRESPONDENCE DATA			
Fax Number:	(312)207-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Michael E. Bielby Jr.		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Michael E. Bielby Jr.		
Signature:	/Michael E. Bielby Jr./		

OP \$65.00 2333244

Date:

10/13/2010

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ENTACT, LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2010 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and among Fifth Third Bank, an Ohio banking corporation, with a place of business located at 222 W. Riverside Plaza, 30th Floor, Chicago, IL 60606, individually as a Lender and as administrative agent (in such capacity, “**Agent**”) for itself and all other Lenders from time to time a party hereto (“**Lenders**”), all other Lenders, ENTACT Environmental Services, Inc., a Delaware corporation (“**Holdings**”), ENTACT, LLC, a Delaware limited liability company (“**Entact**” and together with Holdings, “**Borrowers**” and each, a “**Borrower**”), Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of September 30, 2010 (such Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security Agreement, Grantor hereby grants to Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the

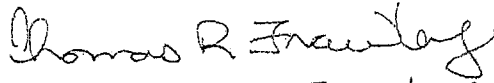
term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of September, 2010.


ENTACT, LLC

By: 
Name: THOMAS R. FRAWLEY
Title: V.P.

Grant of Trademark Security Interest

TRADEMARK
REEL: 004295 FRAME: 0259

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

<u>Service Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Exp. Date</u>	<u>Services / Class</u>
 ENTACT	75/732,999	2,333,244	06/21/1999	03/21/2000	03/21/2020	Environmental remediation management services (Int. Class 042).
ENTACT	78/272,129	2,899,691	07/09/2003	11/02/2004	11/02/2014	Environmental remediation management services and consultation services thereto (Int. Class 042).