

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice and Agreement Regarding Resignation and Appointment of Agent Under Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Royal Bank of Scotland plc, as resigning Collateral Agent		04/04/2011	public limited company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Collateral Agent		
<b>Street Address:</b>	30 South Wacker Drive, Ste. 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2210793	READY FILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-201-3865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St.		
<b>Address Line 2:</b>	Ste 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4975.209		
<b>NAME OF SUBMITTER:</b>	Sharon Patterson		
<b>Signature:</b>	/sharon patterson/		

OP \$40.00 2210793

Date:

04/11/2011

Total Attachments: 6

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**NOTICE AND AGREEMENT REGARDING RESIGNATION AND APPOINTMENT  
OF AGENT UNDER  
SECURITY AGREEMENT**

This NOTICE AND AGREEMENT REGARDING RESIGNATION AND APPOINTMENT OF AGENT UNDER SECURITY AGREEMENT (this "**Agreement**") is made as of this 4th day of April, 2011 by and between Thermo Fluids Inc., a Delaware corporation ("**Grantor**"), The Royal Bank of Scotland plc, as resigning Collateral Agent ("**Resigning Agent**") and Madison Capital Funding LLC, a Delaware limited liability company, in its capacity as Administrative Agent and Collateral Agent (hereinafter referred to as the "**Successor Agent**").

**WITNESSETH**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of June 27, 2006, by and among Grantor, the Lenders party thereto from time to time, and Resigning Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; all capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Credit Agreement), Lenders agreed to make the Loans to Grantor;

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of June 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and between the Grantor, the other Grantors party thereto from time to time, and Resigning Agent, the Grantor granted Resigning Agent a security interest in certain of such Grantor's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, the Security Agreement was recorded in the records of the United States Patent and Trademark Office at Reel 3338, Frame 0631;

WHEREAS, pursuant to (i) that certain Agreement Regarding Agency Resignation, Appointment and Acceptance dated as of April 1, 2011 by and between the lenders identified on the signature pages thereof, the Grantor, the Resigning Agent and Successor Agent, Resigning Agent resigned in its capacity as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents and Successor Agent was appointed as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Each of the parties hereto hereby acknowledge and agree that Resigning Agent has been released from each and all of its obligations, rights, powers and duties as "Collateral Agent" under the Security Agreement, and Successor Agent has assumed and accepted all such obligations, rights, powers and duties of the "Secured Party",

"Administrative Agent" and "Collateral Agent" under the Security Agreement, including without limitation any such obligations, rights, powers and duties with respect to the trademarks, trademark applications and trademark licenses identified on Schedule I attached hereto. All references in the Security Agreement to the "Secured Party", "Administrative Agent" and "Collateral Agent" shall, hereinafter, be deemed to refer to the Successor Agent.

2. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

3. This Agreement shall be governed by and construed in accordance with the laws of the state of New York.

This Notice and Agreement regarding Resignation and Appointment of Agent Under Security Agreement is made this 4th day of April, 2011.

[signature page follows]

**GRANTOR:**

THERMO FLUIDS INC.

By  
Its

Tom Gueng, CFO  
SECT/TREAS

**SUCCESSOR AGENT:**

MADISON CAPITAL FUNDING LLC

By  
Its

\_\_\_\_\_  
\_\_\_\_\_

**RESIGNING AGENT:**

THE ROYAL BANK OF SCOTLAND PLC

By  
Its

\_\_\_\_\_  
\_\_\_\_\_

**GRANTOR:**

THERMO FLUIDS INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

**SUCCESSOR AGENT:**

MADISON CAPITAL FUNDING LLC

By  \_\_\_\_\_  
Its Vice President

**RESIGNING AGENT:**

THE ROYAL BANK OF SCOTLAND PLC

By \_\_\_\_\_  
Its \_\_\_\_\_

**GRANTOR:**

THERMO FLUIDS INC.

By \_\_\_\_\_  
Its \_\_\_\_\_


**SUCCESSOR AGENT:**

MADISON CAPITAL FUNDING LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

**RESIGNING AGENT:**

THE ROYAL BANK OF SCOTLAND PLC

By  \_\_\_\_\_  
Its Jonathan Lasner  
Director \_\_\_\_\_

**SCHEDULE I**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Ready Fill	2210793	12/15/98