

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																								
CONVEYING PARTY DATA																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Environmental Resources Management-Southeast, Inc.</td> <td></td> <td>08/08/2011</td> <td>CORPORATION: TENNESSEE</td> </tr> <tr> <td>ERM-Delaware, Inc.</td> <td></td> <td>08/08/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Environmental Resources Management-Southeast, Inc.		08/08/2011	CORPORATION: TENNESSEE	ERM-Delaware, Inc.		08/08/2011	CORPORATION: DELAWARE													
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Environmental Resources Management-Southeast, Inc.		08/08/2011	CORPORATION: TENNESSEE																						
ERM-Delaware, Inc.		08/08/2011	CORPORATION: DELAWARE																						
RECEIVING PARTY DATA																									
Name:	HSBC Corporate Trustee Company (UK) Limited																								
Street Address:	8 Canada Square																								
City:	London																								
State/Country:	UNITED KINGDOM																								
Postal Code:	E14 5HQ																								
Entity Type:	Limited Company: UNITED KINGDOM																								
PROPERTY NUMBERS Total: 7																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>1803556</td> <td>ERM</td> </tr> <tr> <td>Registration Number:</td> <td>3678668</td> <td>ERM</td> </tr> <tr> <td>Registration Number:</td> <td>1489700</td> <td>ERM</td> </tr> <tr> <td>Registration Number:</td> <td>3678669</td> <td>ERM</td> </tr> <tr> <td>Registration Number:</td> <td>1443922</td> <td>THE ERM GROUP</td> </tr> <tr> <td>Registration Number:</td> <td>1915446</td> <td>ENVIROCLEAN</td> </tr> <tr> <td>Registration Number:</td> <td>2566127</td> <td>DOT RIGHT</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	1803556	ERM	Registration Number:	3678668	ERM	Registration Number:	1489700	ERM	Registration Number:	3678669	ERM	Registration Number:	1443922	THE ERM GROUP	Registration Number:	1915446	ENVIROCLEAN	Registration Number:	2566127	DOT RIGHT	
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CORRESPONDENCE DATA																									
Fax Number:	(302)636-5454																								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																									
Phone:	800-927-9801 x2348																								
Email:	jpaterso@cscinfo.com																								
Correspondent Name:	Corporation Service Co.- J. Paterson																								

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900199401

TRADEMARK
REEL: 004602 FRAME: 0001

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 873997

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 08/10/2011

Total Attachments: 7
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GRANT OF TRADEMARK SECURITY INTEREST

This GRANT OF TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of August 8, 2011 and entered into by and between Environmental Resources Management-Southeast, Inc. and ERM-Delaware Inc., (each a "**Grantor**") and HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**");

WHEREAS, the Grantors own, and will in the future adopt, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Emerald 2 Limited, a company incorporated in England and Wales with registered number 07551799 ("**Parent**"), entered into a syndicated facility agreement dated July 15, 2011 (said facilities agreement, as amended, restated, novated, supplemented or otherwise modified from time to time, the "**Facilities Agreement**"), by and among *inter alia* the Parent, the Original Borrower (as defined therein), the Lenders (as defined therein), Banc of America Securities Limited, BNP Paribas, London Branch, Credit Agricole Corporate & Investment Bank, HSBC Bank plc, Mizuho Corporate Bank, Ltd. and RBC Capital Markets, as Mandated Lead Arrangers and Bookrunners, HSBC Bank plc, as Agent and HSBC Corporate Trustee Company (UK) Limited, as Security Agent, the Lenders have made certain commitments, subject to the terms and conditions set forth in the Facilities Agreement, to extend certain credit facilities to the Borrowers; and

WHEREAS, pursuant to the Facilities Agreement, it is an undertaking of the Borrowers and the other Obligors and a condition precedent to further extensions of credit by the Lenders under the Facilities Agreement that the Grantors shall have granted the security interests and undertaken the obligations contemplated by this Agreement; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement dated as of July 25, 2011 (as amended, supplemented or otherwise modified from time to time, the "**Security and Pledge Agreement**"; capitalized terms used but undefined herein shall have the meanings ascribed to such terms therein), among the Grantors, the Security Agent and the other grantors named therein, the Grantors have agreed to create in favor of Security Agent a secured and protected interest in, and Security Agent has agreed to 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 and Pledge Agreement, each Grantor hereby grants to Security Agent a security interest in all of such 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 but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications (but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office) pertaining thereto, from time to time owned by such Grantor, or hereafter adopted

and used, in its business (including, without limitation, the U.S. trademarks specifically identified in Schedule A as the same may be amended pursuant hereto from time to time) (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 specifically identified in Schedule A as the same may be amended pursuant hereto from time to time) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) including the right to sue for past, present and future infringements in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks, Trademark Registrations, Trademark Rights and associated therewith (the "**Associated Goodwill**"); 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 Security 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, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

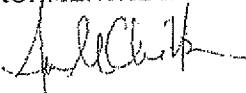
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, (i) any rights or interest of a Grantor in any property or assets or under any agreement, contract, license, lease, or other General Intangible (such property, assets, agreement, contract, license, lease or other General Intangible, referred to solely for purposes of this clause (i) as a "**Contract**") to the extent such Contract by the terms of a restriction in favor of a Person who is not a Grantor, or as a matter of law, prohibits, or requires any consent or establishes any other condition for or could or would be terminated, abandoned, invalidated, rendered unenforceable, or would be breached or defaulted under because of an assignment thereof or a grant of a security interest therein by a Grantor, and such prohibition has not been or is not waived or the consent of the other party to such Contract has not been or is not otherwise obtained, or under applicable law such prohibition cannot be waived; provided that (x) the foregoing exclusion shall not apply if any such prohibition is ineffective or unenforceable under Sections 9-406, 9-407, 9-408 or 9-409 of the UCC or other applicable law or so as to limit, impair or otherwise affect the Agent's unconditional continuing security interests in and liens upon any rights or interests of the Grantors in or to monies due or to become due under any such Contract, and (y) all proceeds paid or payable to any Grantor from any sale, transfer or assignment of such Contract and all rights to receive such proceeds shall be included in the Collateral or (ii) any application for registration of a Trademark filed with the United States Patent and Trademark Office (the "**PTO**") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such Trademark shall automatically become part of the Trademark Collateral and subject to the security interest pledged.

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

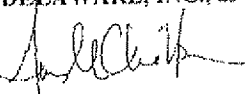
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8th day of August, 2011.

ENVIRONMENTAL RESOURCES MANAGEMENT-SOUTHEAST, INC., as Grantor

By: 
Name: Ann M. Chilton
Title: Principal

ERM-DELAWARE, INC., as Grantor

By: 
Name: Ann M. Chilton
Title: Principal

HSBC CORPORATE TRUSTEE (UK) LIMITED, as Security Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8th day of August, 2011.

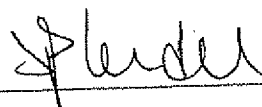
ENVIRONMENTAL RESOURCES MANAGEMENT-SOUTHEAST, INC., as Grantor

By: _____
Name: _____
Title: _____

ERM-DELAWARE, INC., as Grantor

By: _____
Name: _____
Title: _____

HSBC CORPORATE TRUSTEE (UK) LIMITED, as Security Agent

By: 
Name: _____
Title: _____
Jasol
Authorised Signatory

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration No.</u>	<u>Registration Date</u>
ERM-Delaware, Inc.	Service Mark: ERM and design	1,803,556 and 3,678,668	November 9, 1993 September 8, 2009
ERM-Delaware, Inc.	Service Mark: ERM	1,489,700 and 3,678,669	May 24, 1988 September 6, 2009
ERM-Delaware, Inc.	Trademark/Service Mark: The ERM Group and design	1,443,922	June 23, 1987
ERM-Delaware, Inc.	Service Mark: ENVIROCLEAN	1,915,446	August 29, 1995
Environmental Resources Management- Southeast, Inc.	Service Mark: DOT RIGHT	2,566,127	April 30, 2002