

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
The Heckman Corporation		04/10/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	1000 Louisiana Street, 9th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85295027	HWR HECKMANN WATER RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	7132212172		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(713) 223-2300		
Email:	docketing@bgllp.com		
Correspondent Name:	Bracewell & Giuliani LLP		
Address Line 1:	711 Louisiana Street, Suite 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	088599.000078		
NAME OF SUBMITTER:	Kimberly Wattner		
Signature:	/Michael F. Hay/		
Date:	05/01/2012		

OP \$40.00 85295027

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of April 10, 2012 (this "Patent and Trademark Security Agreement") is made by and among **Heckmann Water Resources Corporation**, a Texas corporation ("HWR") and **Thermo Fluids Inc.**, a Delaware corporation (together with HWR, each a "Grantor" and collectively the "Grantors"), each of which is a subsidiary of the Borrower (as defined below), and **Wells Fargo Bank, National Association**, as administrative agent (in such capacity, the "Administrative Agent") for the ratable benefit of the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Pledge and Security Agreement (as defined below) and the Credit Agreement (as defined below).

Preliminary Statement

Reference is made to that certain Credit Agreement dated as of April 10, 2012 (as amended, amended and restated or otherwise modified from time to time, the "Credit Agreement") among Heckmann Corporation, a Delaware corporation (the "Borrower"), the Lenders, the Administrative Agent, the Issuing Lender, and the Swing Line Lender. It is a requirement under the Credit Agreement that each Grantor shall enter into this Patent and Trademark Security Agreement to secure its obligations arising under or pursuant to the Credit Agreement.

Each Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is a party to the patent and trademark licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of that certain Pledge and Security Agreement dated as of April 10, 2012 (as the same may be amended and in effect from time to time, the "Pledge and Security Agreement") among the grantors party thereto from time to time (the "Pledge and Security Grantors") in favor of the Administrative Agent for the ratable benefit of the Secured Parties, the Pledge and Security Grantors have granted a security interest in the Collateral, including, without limitation, all right, title and interest of each Grantor in, to, and under all now owned and hereafter acquired Patent and Trademark Collateral (as defined below), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all letters patent throughout the world, all registrations and recordings thereof and all applications for letters patent throughout the world, including registrations, recordings and pending applications in the United States Patent and Trademark Office, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals or reexaminations thereof and the inventions disclosed or claimed therein, including the right to make, have made,

use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein; including but not limited to all the property set forth as "Patents" on Schedule I hereto, and (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof, and all registration applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and all extensions or renewals thereof, (ii) all trademark licenses for the grant by or to a Grantor of any right to use any trademark, (iii) all goodwill associated therewith or symbolized thereby, and (iv) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as "Trademarks" on Schedule I hereto; and

(c) all products and proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), including, without limitation, any claim by a Grantor against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to in Schedule I annexed hereto, the patent or trademark registrations issued with respect to the patent or trademark applications referred to in Schedule I and the trademarks licensed under any trademark license, (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license, or (iii) breach or enforcement of any patent license, any trademark license and all rights corresponding thereto throughout the world;

provided that in no event shall the term "Patent and Trademark Collateral" include any asset or property of any Grantor which would be rendered void or voidable, or which if included in Patent and Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon such Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Patent and Trademark Security Agreement shall be deemed a contract under, and shall be governed by, and construed and enforced in accordance with, the laws of the State of

New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), applicable to contracts made and to be performed entirely within such state, including without regard to conflicts of laws principles.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the Administrative Agent and each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

GRANTORS:

**HECKMANN WATER RESOURCES CORPORATION
THERMO FLUIDS INC.**

Each By _____


Damiano C. Georgino
Vice President

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
T. Alan Smith
Managing Director

Signature Page to
Patent and Trademark Security Agreement

TRADEMARK
REEL: 004768 FRAME: 0571

SCHEDULES:

Schedule I Item A-Patent Collateral
 Item B-Trademark Collateral

Schedule I
Item A – Patent Collateral

U.S. Patents and Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Issued Date</u>	<u>Inventor(s)</u>	<u>Title</u>
None.				

Item B – Trademark Collateral

U.S. Trademarks and Trademark Applications

Trademark	Registration Number	Date	Jurisdiction	Owner
HWR HECKMANN WATER RESOURCES CORPORATION	N/A	April 14, 2011	United States	Heckmann Water Resources Corporation
READY FILL	2210793	December 15, 1998	United States	Thermo Fluids Inc.
FEEL ECO- CONFIDENT	3642705	June 23, 2009	United States	Thermo Fluids Inc.
THERMO FLUIDS	3590451	March 17, 2009	United States	Thermo Fluids Inc.
GREEN SHIELD PARTNERS	3750421	February 16, 2010	United States	Thermo Fluids Inc.
GREEN SHIELD SERVICES	85307778	April 28, 2011	United States	Thermo Fluids Inc.
ECO SHIELD	85307747	Filing Date: April 28, 2011	United States	Thermo Fluids Inc.
THERMO SHIELD	85307753	Filing Date: April 28, 2011	United States	Thermo Fluids Inc.
PERFORM	77505823	Filing Date: June 23, 2008	United States	Thermo Fluids Inc.