

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TESTAMERICA AIR EMISSION CORP.		06/25/2012	CORPORATION: DELAWARE
TESTAMERICA LABORATORIES, INC.		06/25/2012	CORPORATION: DELAWARE
EN NOVATIVE TECHNOLOGIES, INC.		06/25/2012	CORPORATION: DELAWARE
EMLAB P&K, LLC		06/25/2012	LIMITED LIABILITY COMPANY: DELAWARE
Q.E.D. ENVIRONMENTAL SYSTEMS, INC.		06/25/2012	CORPORATION: MICHIGAN
AEROTECH LABORATORIES, INC.		06/25/2012	CORPORATION: ARIZONA
TESTAMERICA HOLDINGS, INC.		06/25/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC, as Agent
<b>Street Address:</b>	1100 Abernathy Road, Suite 1600
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Registration Number:	2360908	WALLCHEK
Registration Number:	3223622	AEROTECH P & K
Registration Number:	3226367	AEROTECH P & K
Registration Number:	3374612	10 MINUTE MOLD TEST
Registration Number:	2571479	AEROTECH 6

OP \$1065.00 2360908

Registration Number:	3156166	EMLAB
Registration Number:	3411699	EMLAB
Registration Number:	3411700	EMLAB ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC
Registration Number:	3740389	EMLAB P & K
Registration Number:	2205262	EN CORE
Registration Number:	2511001	TERRA CORE
Registration Number:	3088047	ACCUCORE
Registration Number:	1811990	ESS
Registration Number:	1808978	PREPRESERVED
Registration Number:	3298139	E
Registration Number:	2982314	THE ENVIRONMENTAL MICROBIOLOGY SPECIALISTS
Registration Number:	1326593	WELL WIZARD
Registration Number:	1340332	PURGE MIZER
Registration Number:	1353799	SAMPLE PRO
Registration Number:	1586274	PULSE PUMP
Registration Number:	1733998	QUICK FILTER
Registration Number:	1933419	MICRO PURGE
Registration Number:	2102638	E-Z TRAY
Registration Number:	2085423	E-Z STACKER
Registration Number:	2055061	FERRET
Registration Number:	3094817	RETRIEVER
Registration Number:	2047057	GENIE
Registration Number:	1872234	AUTO PUMP
Registration Number:	1898576	AP
Registration Number:	1892052	SOS
Registration Number:	4024978	EASY BOLT
Registration Number:	3151425	IRON HORSE
Registration Number:	3185288	WATER-TO-WEB
Registration Number:	1712557	METCO ENVIRONMENTAL
Registration Number:	1712375	METCO ENVIRONMENTAL
Registration Number:	2468926	TESTAMERICA
Registration Number:	2420901	TESTAMERICA
Registration Number:	2930202	SEVERN TRENT STL
Registration Number:	2950572	LEADERS IN ENVIRONMENTAL TESTING

Registration Number:	3689871	TESTAMERICA THE LEADER IN ENVIRONMENTAL TESTING
Registration Number:	3188507	STL
Serial Number:	76544311	STL SEVERN TRENT P&K MICROBIOLOGY SERVICES, INC.

**CORRESPONDENCE DATA**

Fax Number: 3128637806  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-863-7198  
 Email: nancy.brougher@goldbergekohn.com  
 Correspondent Name: Nancy Brougher  
 Address Line 1: Goldberg Kohn Ltd.  
 Address Line 2: 55 East Monroe Street, Suite 3300  
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.317
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/25/2012

**Total Attachments: 9**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of June, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 25, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among TestAmerica Environmental Services LLC, a Delaware limited liability company, as parent ("Parent"), TestAmerica Air Emission Corp., a Delaware corporation ("TAEC"), TestAmerica Drilling Corp., a Delaware corporation ("TDC"), TestAmerica Laboratories, Inc., a Delaware corporation ("TLI"), EN Novative Technologies, Inc., a Delaware corporation ("ENTI"), EMLab P&K, LLC, a Delaware limited liability company ("EMLab"), Q.E.D. Environmental Services, Inc., a Michigan corporation ("QED") and Aerotech Laboratories, Inc., an Arizona corporation ("ALI", and together with TAEC, TDC, TLI, ENTI, EMLab and QED, "Borrowers"), as borrowers, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, WFCF as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Lead Arranger"), and WFCF as sole book runner (in such capacity, together with its successors and assigns in such capacity, the "Book Runner"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 25, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not

defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending

Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEW YORK AND SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

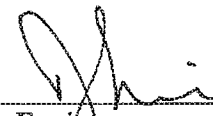
**TESTAMERICA AIR EMISSION CORP.,**  
a Delaware corporation

By:   
Name: Ben Erwin  
Title: Chief Financial Officer and Secretary


**TESTAMERICA LABORATORIES, INC.,**  
a Delaware corporation

By:   
Name: Ben Erwin  
Title: Chief Financial Officer and Secretary

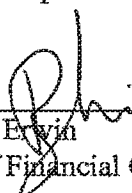
**EN NOVATIVE TECHNOLOGIES, INC.,**  
a Delaware corporation

By:   
Name: Ben Erwin  
Title: Chief Financial Officer and Secretary

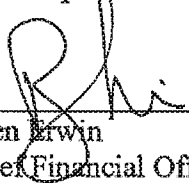
**EMLAB P&K, LLC,**  
a Delaware limited liability company

By:   
Name: Ben Erwin  
Title: Chief Financial Officer and Secretary


**Q.E.D. ENVIRONMENTAL SYSTEMS, INC.,**  
a Michigan corporation

By:  \_\_\_\_\_  
Name: Ben Erwin  
Title: Chief Financial Officer and Secretary

**AEROTECH LABORATORIES, INC.,**  
an Arizona corporation

By:  \_\_\_\_\_  
Name: Ben Erwin  
Title: Chief Financial Officer and Secretary


**TESTAMERICA HOLDINGS, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Ben Erwin  
Title: Chief Financial Officer and Secretary



AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a  
Delaware limited liability company

By:   
Name: S. N. Thomas  
Title: Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	United States Application/Registration No.	App/Reg Date
Aerotech Laboratories, Inc.	WALLCHEK	2360908	December 4, 1998
Aerotech Laboratories, Inc.	AEROTECH P&K	3223622	March 22, 2005
Aerotech Laboratories, Inc.	AEROTECH P&K Design	3226367	March 22, 2005
Aerotech Laboratories, Inc.	10 MINUTE MOLD TEST	3374612	July 26, 2006
Aerotech Laboratories, Inc.	AEROTECH 6	2571479	May 12, 2002
EMLab P&K, LLC	EMLab	3156166	July 27, 2004
EMLab P&K, LLC	EMLAB & Design	3411699	September 27, 2005
EMLab P&K, LLC	EMLAB-ENVIRONMENTAL MICROBIOLOGY LABORATORY, INS. Design	3411700	September 27, 2005
EMLab P&K, LLC	EMLAB P&K	3740389	June 1, 2007
En Novative Technologies, Inc.	EN CORE	2205262	July 17, 1997
En Novative Technologies, Inc.	TERRA CORE	2511001	July 6, 1999
En Novative Technologies, Inc.	ACCUCORE	3088047	January 22, 2004
En Novative Technologies, Inc.	ESS & Design	1811990	April 13, 1993
En Novative Technologies, Inc.	PREPRESERVED	1808978	April 12, 1993
En Novative Technologies, Inc.	E & Design	3298139	September 13, 2006

EMLab P&K, LLC	THE ENVIRONMENTAL MICROBIOLOGY SPECIALISTS	2982314	May 6, 2005
Q.E.D. Environmental Systems, Inc.	WELL WIZARD	1326593	November 10, 1982
Q.E.D. Environmental Systems, Inc.	PURGE MIZER	1340332	September 13, 1984
Q.E.D. Environmental Systems, Inc.	SAMPLEPRO	1353799	October 25, 1984
Q.E.D. Environmental Systems, Inc.	PULSE PUMP	1586274	March 6, 1989
Q.E.D. Environmental Systems, Inc.	QUICK FILTER	1733998	March 14, 1991
Q.E.D. Environmental Systems, Inc.	MICRO PURGE	1933419	May 20, 1992
Q.E.D. Environmental Systems, Inc.	E-Z TRAY	2102638	December 11, 1995
Q.E.D. Environmental Systems, Inc.	E-Z STACKER	2085423	January 17, 1996
Q.E.D. Environmental Systems, Inc.	FERRET	2055061	May 9, 1996
Q.E.D. Environmental Systems, Inc.	RETRIEVER	3094817	June 7, 2005
Q.E.D. Environmental Systems, Inc.	GENIE	2047057	May 15, 1995
Q.E.D. Environmental Systems, Inc.	AUTO PUMP	1872234	September 17, 1993
Q.E.D. Environmental Systems, Inc.	AP	1898576	September 17, 1993
Q.E.D. Environmental Systems, Inc.	SOS	1892052	September 17, 1993

Q.E.D. Environmental Systems, Inc.	EASY BOLT	4024978	July 29, 2010
Q.E.D. Environmental Systems, Inc.	IRON HORSE	3151425	January 26, 2005
Q.E.D. Environmental Systems, Inc.	WATER-TO-WEB	3185288	June 7, 2005
TestAmerica Air Emissions Corp.	METCO ENVIRONMENTAL	1712557	December 9, 1991
TestAmerica Air Emissions Corp.	METCO ENVIRONMENTAL	1712375	December 9, 1991
TestAmerica Holdings, Inc.	TESTAMERICA & Design	2468926	July 28, 1999
TestAmerica Holdings, Inc.	TESTAMERICA	2420901	July 28, 1999
TestAmerica Laboratories, Inc.	STL & Design	2930202	August 25, 2003
TestAmerica Laboratories, Inc.	LEADERS IN ENVIRONMENTAL TESTING	2950572	August 25, 2003
TestAmerica Laboratories, Inc.	TESTAMERICA THE LEADER IN ENVIRONMENTAL TESTING	3689871	June 25, 2007
TestAmerica Laboratories, Inc.	STL	3188507	April 14, 2005
P&K Microbiology Services, Inc. (now EMLab P&K, LLC)	STL SEVERN TRENT P & K MICROBIOLOGY SERVICES, INC	76/544311	September 11, 2003