

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Response Corporation		03/19/2012	CORPORATION: DELAWARE
NRC Environmental Services Inc.		03/19/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	155 N. Wacker Drive		
Internal Address:	Suite 4450		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2836739	SPILLSAVE	
Serial Number:	85324474	NRC	
Serial Number:	85324480	NRC ENVIRONMENTAL SERVICES	
Serial Number:	85324477	NRC NATIONAL RESPONSE CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Ashley Lott, Esq.		
Address Line 4:	New York, NEW YORK 10036		

CH \$115.00 2836739

ATTORNEY DOCKET NUMBER:	055660/134
NAME OF SUBMITTER:	Ashley Lott
Signature:	/Ashley Lott/
Date:	08/27/2012
Total Attachments: 5 source=Execution Version - Trademark Security Agreement#page1.tif source=Execution Version - Trademark Security Agreement#page2.tif source=Execution Version - Trademark Security Agreement#page3.tif source=Execution Version - Trademark Security Agreement#page4.tif source=Execution Version - Trademark Security Agreement#page5.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of March 19, 2012, by National Response Corporation, a Delaware corporation, located at 3500 Sunrise Highway, Great River, New York 11739, and NRC Environmental Services Inc., a Washington corporation, located at 21 North Julia, Spokane, Washington 99202, (individually, an “Assignor”, and, collectively, the “Assignors”), in favor of BNP PARIBAS, a societe anonyme or limited liability banking corporation organized under the laws of the Republic of France, located at 155 N. Wacker Drive, Suite 4450, Chicago, Illinois 60606, in its capacity as collateral agent pursuant to that certain Credit Agreement, dated as of March 19, 2012 as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Assignors are party to a Security Agreement, dated as of March 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) made by NRC US Holding Company, LLC, a Delaware limited liability company, JFL-NRC Holdings, LLC, a Delaware limited liability company, and the Subsidiary Guarantors from time to time party thereto, as pledgors, assignors and debtors, in favor of the Assignee.

WHEREAS, pursuant to the Security Agreement, the Assignors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Assignee, for the benefit of the Secured Parties to enter into the Credit Agreement, and intending to be legally bound, the Assignors hereby agree with the Assignee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for payment and performance in full of all the Secured Obligations, each Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Assignor in, to and under all the following property, wherever located, and whether nor existing or hereafter arising or acquired from time to time (collectively, the “Pledged Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names and trade names and all Goodwill, whether registered or unregistered, and all registrations and applications for any of the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Assignor’s use thereof, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof; and

(b) all Proceeds and products of each of the foregoing and all accessions to, substitution and replacements for, and rents, profits and products of, each of the foregoing, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignor from time to time with respect to any of the foregoing (other than, in each case, Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Security Agreement and the Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Pledged Trademark Collateral made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Assignee shall otherwise determine.

SECTION 4. Termination. When the applicable conditions set forth in Section 11.4 to the Security Agreement have been satisfied, the Assignee shall execute, acknowledge, and deliver to the Assignors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Section 11.7 of the Security Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NRC ENVIRONMENTAL SERVICES INC.,
NATIONAL RESPONSE CORPORATION,
each as an Assignor

By: 
Name:
Title:

Accepted and Agreed:

BNP PARIBAS,
as Collateral Agent and Assignee

By: 
Name: Davin Engelson
Title: Vice President



Michael C. Colias
Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
National Response Corporation	United States Reg. No. 2,836,739	SpillSave

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
National Response Corporation	United States Serial No. 85/324,474	NRC (Stylized)
NRC Environmental Services Inc.	United States Serial No. 85/324,480	NRC Environmental Services (Stylized) and Design
National Response Corporation	United States Serial No. 85/324,477	NRC National Response Corporation (Stylized)