

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
Evergreen Tank Solutions, Inc.		09/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	30 Hudson Street		
Internal Address:	5th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07320		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3587767	EVERGREEN TANK SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.530.5000		
Email:	trademark@milbank.com		
Correspondent Name:	Nathaniel Browand		
Address Line 1:	MILBANK TWEED HADLEY & McCLOY LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	30045.38500		
NAME OF SUBMITTER:	Nathaniel T. Browand		
Signature:	/Nathaniel T. Browand/		

Date:

09/28/2012

Total Attachments: 5

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**Grant of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Evergreen Tank Solutions, Inc., a Delaware corporation (the “Grantor”), hereby grants to Goldman Sachs Bank USA, as Term Collateral Agent, (the “Grantee”), for the benefit of the Term Credit Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent and Trademark Collateral”), whether presently existing or hereafter arising or acquired:

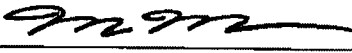
- (i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, pursuant to which the Grantor is exclusively granted the right to use a U.S. patent or patent application owned by a third party, including each Patent License listed on Schedule A hereto;
- (iii) each United States trademark and service mark registration and application, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark registration and application, including each trademark registration and application referred to in Schedule B hereto;
- (iv) each Trademark License, pursuant to which the Grantor is exclusively granted the right to use a U.S. trademark or service mark registration or application owned by a third party, including each Trademark License referred to in Schedule B hereto;
- (v) all claims for, and rights to sue or to seek equitable relief for, past, present or future infringements of any of the foregoing patents, patent applications or trademark or service mark registrations or applications, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Licenses in connection therewith; and
- (vi) all Proceeds of the foregoing.

THIS GRANT has been executed in conjunction with the provisions of the Term Security Agreement among the Grantor, the Grantee and certain other parties dated as of September 28, 2012 (as amended, restated, amended and restated, modified or supplemented from time to time, the “Term Security Agreement”).

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Term Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Term Security Agreement, the provisions of the Term Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
27 day of September, 2012.

EVERGREEN TANK SOLUTIONS, INC., as
Grantor

By: 
Name: Marc Morris
Title: Chief Financial Officer

GOLDMAN SACHS BANK USA, as Term
Collateral Agent, as Grantee

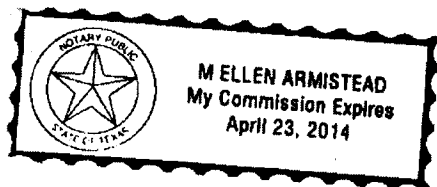
By: _____
Authorized Signatory

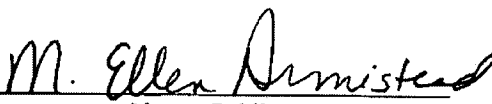
STATE OF TX
County OF Galveston

The foregoing instrument was acknowledged before me this 27 day of September, 2012, by Marc Morris as Chief Financial Officer, Secretary and Treasurer of EVERGREEN TANK SOLUTIONS, INC., a Delaware corporation, on behalf of EVERGREEN TANK SOLUTIONS, INC.

My commission expires:

Notarial Seal




Notary Public

[Signature Page to Term Trademark Security Agreement]

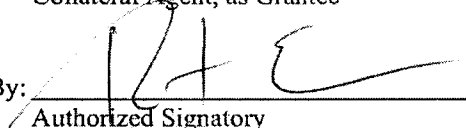
TRADEMARK
REEL: 004869 FRAME: 0290

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
27 day of September, 2012.

EVERGREEN TANK SOLUTIONS, INC., as
Grantor

By: _____
Name:
Title:

GOLDMAN SACHS BANK USA, as Term
Collateral Agent, as Grantee

By:  _____
Authorized Signatory

Robert Ehudin
Authorized Signatory

PATENTS AND PATENT APPLICATIONS

None.

PATENT LICENSES

None.

Schedule B to Trademark Agreement

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
77,133,276	U.S.	3/16/2007	EVERGREEN TANK SOLUTIONS

TRADEMARK APPLICATIONS

None.