

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>To the director of the U. S. Patent and Trademark Office:</b> Please attach the following documents: <b>1. Name of conveying party(ies)/Execution Date(s):</b> <u>Evergreen Tank Solutions, Inc.</u>		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Goldman Sachs Bank USA</u> Internal Address: Street Address: <u>30 Hudson Street, 5<sup>th</sup> Floor</u> City: <u>Jersey City</u> State: <u>NJ</u> Country: <u>USA</u> Zip: <u>07320</u>	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Limited Liability Company Citizenship: <u>DE</u> Execution Date(s) <u>September 28, 2012</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Association Citizenship: <input type="checkbox"/> General Partnership Citizenship: <input type="checkbox"/> Limited Partnership Citizenship: <input type="checkbox"/> Corporation Citizenship: <input checked="" type="checkbox"/> Chartered Bank Citizenship: <u>NY</u> If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other		<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) None B. Trademark Registration No.(s) <u>77,133,276</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)			
<b>5. Name address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Susan O'Brien</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbany@wolterskluwer.com</u>		<b>6. Total number of applications and registrations involved:</b> <u>1</u> <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ <u>40.00</u></b> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		<b>8. Payment Information:</b> a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name:	
<b>9. Signature:</b> <u>Kareem Ansley</u> Signature Kareem Ansley Name of Person Signing		September 28, 2012 Date Total number of pages including cover sheet, attachments, and document: <u>9</u>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450.

**OP \$40.00 77133276**

**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 ABL Collateral Agent, (the "Grantee"), 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 trademark 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 ABL 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 "ABL Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the ABL 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 Security Agreement, the provisions of the ABL 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: [Signature]  
Name: Marc Morris  
Title: Chief Financial Officer, Secretary and  
Treasurer

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



M. Ellen Armistead  
Notary Public

Grant of Security Interest in United States Patents and Trademarks

TRADEMARK  
REEL: 004872 FRAME: 0689

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

By: 

Name: \_\_\_\_\_

**Robert Ehudin**

Title: \_\_\_\_\_

**Authorized Signatory**

Grant of Security Interest in United States Patents and Trademarks

**TRADEMARK**  
**REEL: 004872 FRAME: 0690**

**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.