

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
USES CORP.		12/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3575229	USSG UNITED STATES SERVICES GROUP	
Registration Number:	3575233	USES UNITED STATES ENVIRONMENTAL SERVICES, L.L.C.	
Registration Number:	3575232	USMSI UNITED STATES MARITIME SERVICES, INC.	
Registration Number:	3575228	USIS UNITED STATES INDUSTRIAL SERVICES, L.L.C.	
Registration Number:	3575231	ABCLEAN ENVIRONMENTAL AND INDUSTRIAL CLEANING SERVICES	
Registration Number:	3575227	TANKCO	
Registration Number:	3798806	USIS UNITED STATES INDUSTRIAL SERVICES	
Registration Number:	4257076	USES UNITED STATES ENVIRONMENTAL SERVICES INDUSTRIAL RESPONSE & REMEDIATION MARITIME	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043432104		

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Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Paralegal
Address Line 1: McGuireWoods LLP
Address Line 2: 201 N. Tryon Street, Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2039261-0148
NAME OF SUBMITTER:	Terry L. Witcher
Signature:	/s/ Terry L. Witcher
Date:	01/02/2013
Total Attachments: 4 source=Trademarks#page1.tif source=Trademarks#page2.tif source=Trademarks#page3.tif source=Trademarks#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of December 27, 2012 (this "Trademark Security Agreement"), is made by USES CORP., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Agent ("Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

RECITALS:

A. The Grantor, certain borrowing subsidiaries from time to time party thereto (together with the Grantor, collectively, the "Borrowers"), USES HOLDING CORP., certain guarantying subsidiaries from time to time party thereto, the lenders from time to time party thereto and Agent are party to a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement to Agent.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all registered trademarks and service marks, and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof (together with all goodwill associated therewith or symbolized thereby, collectively, "U.S. Trademarks") owned by the Grantor, and the Grantor hereby pledges and grants to Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Loan 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 Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Governing Law.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTOR:

USES CORP.

By: 

Name: Eric J. Hoffman

Title: Chief Financial Officer

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Signature Page

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TRADEMARK
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Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: *Bob Walker*
Name: Bob Walker
Title: Senior Vice President

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Signature Page

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TRADEMARK
REEL: 004933 FRAME: 0362

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

GRANTOR: USES CORP., a Delaware corporation

United States Trademark Registrations:

1. Service Mark owned by USES Corp. and bearing registration number 3,575,229 with the United States Patent and Trademark Office on February 17, 2009.
2. Service Mark owned by USES Corp. and bearing registration number 3,575,233 with the United States Patent and Trademark Office on February 17, 2009.
3. Service Mark owned by USES Corp. and bearing registration number 3,575,232 with the United States Patent and Trademark Office on February 17, 2009.
4. Service Mark owned by USES Corp. and bearing registration number 3,575,228 with the United States Patent and Trademark Office on February 17, 2009.
5. Service Mark owned by USES Corp. and bearing registration number 3,575,231 with the United States Patent and Trademark Office on February 17, 2009.
6. Service Mark owned by USES Corp. and bearing registration number 3,575,227 with the United States Patent and Trademark Office on February 17, 2009.
7. Service Mark owned by USES Corp. and bearing registration number 3,798,806 with the United States Patent and Trademark Office on June 8, 2010.
8. Service Mark owned by USES Corp. and bearing registration number 4,257,076 with the United States Patent and Trademark Office on December 11, 2012.

United States Trademark Applications:

None.

Schedule I

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