

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
USES CORP.		12/27/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX CORPORATE CAPITAL INC., as Agent		
<b>Street Address:</b>	1717 Main Street, Suite 1100		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3575229	USSG UNITED STATES SERVICES GROUP	
<b>Registration Number:</b>	3575233	USES UNITED STATES ENVIRONMENTAL SERVICES, L.L.C.	
<b>Registration Number:</b>	3575232	USMSI UNITED STATES MARITIME SERVICES, INC.	
<b>Registration Number:</b>	3575228	USIS UNITED STATES INDUSTRIAL SERVICES, L.L.C.	
<b>Registration Number:</b>	3575231	ABCLEAN ENVIRONMENTAL AND INDUSTRIAL CLEANING SERVICES	
<b>Registration Number:</b>	3575227	TANKCO	
<b>Registration Number:</b>	3798806	USIS UNITED STATES INDUSTRIAL SERVICES	
<b>Registration Number:</b>	4257076	USES UNITED STATES ENVIRONMENTAL SERVICES INDUSTRIAL   RESPONSE & REMEDIATION   MARITIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-863-7198		

OP \$215.00 3575229

Email: nancy.brougher@goldbergkohn.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:	6475.015
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/03/2013

**Total Attachments: 5**

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## 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 ORIX CORPORATE CAPITAL INC., in its capacity as Agent ("Agent") for the Lenders. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement (as hereinafter defined).

### RECITALS:

A. The Grantor, certain other Borrowers from time to time party thereto (together with USES CORP. and 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 Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

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

In order to induce the Lenders to from time to time make and maintain extensions of credit under the Credit Agreement, 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 Lenders 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. **Credit 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 Credit 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 Credit 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 Credit Agreement, the provisions of the Credit 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. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use

of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

5. **Intercreditor.** Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement dated as of December 27, 2012, (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between Bank of America, N.A., as First Lien Agent, and Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[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

TRADEMARK SECURITY AGREEMENT

Signature Page

TRADEMARK  
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Accepted and Agreed:

**ORIX CORPORATE CAPITAL INC.**, as Agent

By: \_\_\_\_\_

Name: Christopher L. Smith

Title: Authorized Representative

TRADEMARK SECURITY AGREEMENT  
Signature Page

**TRADEMARK**  
**REEL: 004934 FRAME: 0395**

**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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