#### 900265644 09/09/2013

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		108/28/2013	national banking association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	MARCOR Remediation, Inc.	
Street Address:	404 North Berry Street	
City:	Brea	
State/Country:	CALIFORNIA	
Postal Code:	92821-3104	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3188815	MARCOR
Registration Number:	3279409	MARCOR ENVIRONMENTAL
Registration Number:	3279410	MARCOR ENVIRONMENTAL

#### **CORRESPONDENCE DATA**

**Fax Number**: 9194168363

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

**Phone**: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 031752.159

TRADEMARK
REEL: 005107 FRAME: 0102

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NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	09/09/2013
Total Attachments: 3 source=Term - TM's BOA to Marcor#page1.tif source=Term - TM's BOA to Marcor#page2.tif source=Term - TM's BOA to Marcor#page3.tif	

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 28, 2013 ("<u>Release</u>"), is made by Bank of America, N.A. ("<u>Administrative Agent</u>") in favor of MARCOR Remediation, Inc. ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of February 20, 2008 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of February 20, 2008 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on January 22, 2009 at Reel 3923 Frame 0032.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A.

Name: Dora A. Brown

Title: Vice President

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## $Schedule \ A$

# **Registered Marks**

Mark	Registration No.	Registration Date
MARCOR	3188815	12/26/06
MARCOR ENVIRONMENTAL and Design	3279409	8/14/07
MARCOR ENVIRONMENTAL and Design	3279410	8/14/07

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**RECORDED: 09/09/2013** 

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