

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		03/03/2014	societe anonyme: FRANCE
RECEIVING PARTY DATA			
Name:	National Response Corporation		
Street Address:	3500 Sunrise Highway		
City:	Great River		
State/Country:	NEW YORK		
Postal Code:	11739		
Entity Type:	CORPORATION: DELAWARE		
Name:	NRC Environmental Services Inc.		
Street Address:	21 North Julia		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99202		
Entity Type:	CORPORATION: WASHINGTON		
Name:	OP-Tech Environmental Services, Inc.		
Street Address:	1 Adler Drive East		
City:	Syracuse		
State/Country:	NEW YORK		
Postal Code:	13057		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2836739	SPILLSAVE	
Registration Number:	4128097	NRC	

CH \$140.00 2836739

Registration Number:	4128099	NRC ENVIRONMENTAL SERVICES
Registration Number:	4128098	NRC NATIONAL RESPONSE CORPORATION
Registration Number:	1767658	OP-TECH

CORRESPONDENCE DATA

Fax Number: 2136875600

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

Phone: (213) 655-5239

Email: daniel.walbrun@skadden.com

Correspondent Name: Daniel W. Walbrun

Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 2: 300 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	055660/134
NAME OF SUBMITTER:	Daniel W. Walbrun
Signature:	/Daniel W. Walbrun/
Date:	03/03/2014

Total Attachments: 6

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Trademark Security Release

This **Trademark Security Release**, dated as of March 3, 2014 (this "Trademark Security Release"), is made by BNP PARIBAS, a societe anonyme or limited liability banking corporation organized under the laws of the Republic of France, located at 787 Seventh Avenue, 28th Floor, New York, NY 10019, in its capacity as collateral agent pursuant to that certain First Amended and Restated Credit Agreement, dated as of March 3, 2014 (the "Credit Agreement"), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Assignee"), in favor of National Response Corporation, a Delaware corporation ("NRC"), located at 3500 Sunrise Highway, Great River, New York 11739, NRC Environmental Services Inc., a Washington corporation ("NRC ES") and with NRC, the "NRC Assignors"), located at 21 North Julia, Spokane, Washington 99202, and Op-Tech Environmental Services, Inc., a Delaware corporation ("Op-Tech"), located at 1 Adler Drive East, Syracuse, New York 13057 (individually, each of the NRC Assignors and Op-Tech, an "Assignor", and, collectively, the "Assignors"), in favor of.

W I T N E S S E T H:

WHEREAS, the NRC Assignors executed and delivered that certain Trademark Security Agreement, dated as of March 19, 2012 (as amended, restated, amended and restated, supplemented or other modified from time to time prior to the date hereof, the "Original TSA"), in favor of the Assignee, which granted the Assignee a lien on and security interest in all of the right, title and interest of the NRC Assignors in, to and under the Pledged Trademark Collateral as defined therein (the "Original Pledged Trademark Collateral"), which such Original TSA was recorded with the United States Patent and Trademark Office at Reel 4850 / Frame 0281 on August 27, 2012.

WHEREAS, Op-Tech executed and delivered that certain Trademark Security Agreement, dated as of July 30, 2013 (as amended, restated, amended and restated, supplemented or other modified from time to time prior to the date hereof, the "Op-Tech TSA", together with the Original TSA, the "Existing TSAs"), in favor of the Assignee, which granted the Assignee a lien on and security interest in all of the right, title and interest of Op-Tech in, to and under the Pledged Trademark Collateral as defined therein (together with the Original Pledged Trademark Collateral, the "Pledged Trademark Collateral") such Op-Tech TSA was recorded with the United States Patent and Trademark Office at Reel 5082 / Frame 0508 on July 31, 2013.

WHEREAS, the Assignors are party to a First Amended and Restated Security Agreement, dated as of March 3, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Security Agreement"), made by NRC US Holding Company, LLC, a Delaware limited liability company, JFL-NRC Holdings, LLC, a Delaware limited liability company, and the Subsidiary Guarantors, as defined therein, from to time to time party thereto, as pledgors, assignors and debtors, in favor of the Assignee.

WHEREAS, in connection with the Security Agreement, the Assignee has agreed to release each of the Original TSA and the Op-Tech TSA and to terminate, release, extinguish and discharge fully the lien on and security interest in all of each Assignor's right, title and interest in, to and under the Pledged Trademark Collateral;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Existing TSAs.

SECTION 2. Release of Security Interest in Trademark Collateral. The Assignee hereby terminates, releases, extinguishes and discharges fully the lien on and security interest in each Assignor's right, title and interest in, to and under the all of Pledged Trademark Collateral, including the Pledged Trademark Collateral listed on Schedule I attached hereto, and the goodwill associated therewith, and reassigns and transfers any and all interest that Assignee may have in such Pledged Trademark Collateral, along with the goodwill associated therewith, to the applicable Assignor.

SECTION 3. Counterparts. This Trademark Security Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Release by telecopier or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Release.

SECTION 4. Further Assurances. The Assignee hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby.

SECTION 5. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial.

(a) Governing Law. This Trademark Security Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

(b) Submission to Jurisdiction. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Trademark Security Release, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Trademark Security Release shall affect any right that the Assignee or any Secured Party may otherwise have to bring any action or proceeding relating to this Trademark Security Release against the Assignor or its properties in the courts of any jurisdiction.

(c) Venue. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Requirements of Law (as defined in the Credit Agreement) any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Trademark Security Release in any court referred to in Section 5(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Requirements

of Law (as defined in the Credit Agreement), the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each of the parties hereto irrevocably consents to service of process in any action or proceeding arising out of or relating to Trademark Security Release, in the manner provided for notices (other than telecopier or e-mail) in Section 10.01 of the Credit Agreement. Nothing in this Trademark Security Release will affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law (as defined in the Credit Agreement).

(e) Waiver of Jury Trial. Each of the parties hereto hereby waives, to the fullest extent permitted by applicable Requirements of Law (as defined in the Credit Agreement), any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Trademark Security Release or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each of the parties hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section.

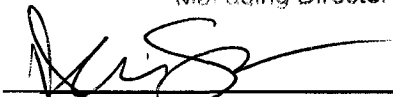
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Assignor has caused this Trademark Security Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BNP PARIBAS,
as Collateral Agent and Assignee

By: 

Name: Michael C. Colias
Title: Managing Director

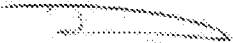
By: 

Name: Davin Engelson
Title: Vice President

Accepted and Agreed:

NATIONAL RESPONSE CORPORATION,
NRC ENVIRONMENTAL SERVICES INC.,
OP-TECH ENVIRONMENTAL SERVICES, INC., each as an Assignor

By:


Name: David Rattner
Title: Secretary

[Trademark Security Release]

TRADEMARK
REEL: 005228 FRAME: 0932

SCHEDULE I
to
TRADEMARK SECURITY RELEASE
TRADEMARK REGISTRATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
National Response Corporation	United States Reg. No. 2,836,739	SpillSave
National Response Corporation	United States Reg. No. 4,128,097	NRC (Stylized)
NRC Environmental Services Inc.	United States Reg. No. 4,128,099	NRC Environmental Services (Stylized) and Design
National Response Corporation	United States Reg. No. 4,128,098	NRC National Response Corporation (Stylized)
Op-Tech Environmental Services, Inc.	United States Reg. No. 1,767,658	OP-TECH