

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amended And Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Response Corporation		03/03/2014	CORPORATION: DELAWARE
NRC Environmental Services Inc.		03/03/2014	CORPORATION: WASHINGTON
OP-Tech Environmental Services, Inc.		03/03/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue, 28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	societe anonyme: FRANCE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2836739	SPILLSAVE
Registration Number:	4128097	NRC
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

CH \$140.00 2836739

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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First Amended and Restated Trademark Security Agreement

First Amended and Restated Trademark Security Agreement, dated as of March 3, 2014 (this "Trademark Security Agreement"), by 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 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").

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 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 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 from time to time party thereto, as pledgors, assignors and debtors, in favor of the Assignee.

WHEREAS, pursuant to the Security Agreement, the Assignors are required to execute and deliver this Trademark Security Agreement.

WHEREAS, the Assignee has agreed to release each of the Original TSA and the Op-Tech TSA and the parties have agreed to execute, deliver and file this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee, for the benefit of the Secured Parties to enter into the Credit Agreement, and intending to be legally bound, the Assignors hereby agree with the Assignee 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 Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for payment and performance in full of all the Secured Obligations, each Assignor hereby pledges and grants

to the Assignee for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Assignor in, to and under all the following property, wherever located, and whether nor existing or hereafter arising or acquired from time to time (collectively, the “Pledged Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names and trade names and all Goodwill, whether registered or unregistered, and all registrations and applications for any of the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Assignor’s use thereof, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now or hereafter due and/or payable or with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof; and

(b) all Proceeds and products of each of the foregoing and all accessions to, substitution and replacements for, and rents, profits and products of, each of the foregoing, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Assignor from time to time with respect to any of the foregoing (other than, in each case, Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Security Agreement and the Assignors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control unless the Assignee shall otherwise determine.

SECTION 4. Termination. When the applicable conditions set forth in Section 11.4 to the Security Agreement have been satisfied, the Assignee shall execute, acknowledge, and deliver to the Assignors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement 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 Agreement 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 Agreement.

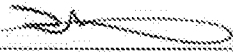
SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Section 11.7 of the Security Agreement is incorporated herein, mutatis mutandis, as if a part hereof.

SECTION 7. Amendment and Restatement. This Trademark Security Agreement, as it relates to the Assignors, amends, restates, supersedes, and replaces in their entirety the Existing TSAs. .

[SIGNATURE PAGE FOLLOWS]

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

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

By: 
Name: David Rattner
Title: Secretary

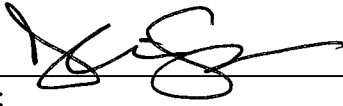
[First Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005228 FRAME: 0964

Accepted and Agreed:

BNP PARIBAS,
as Collateral Agent and Assignee

By: 
Name: Michael C. Colias
Title: Managing Director

By: 
Name: Davin Engelson
Title: Vice President

SCHEDULE I
to
FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
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