

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USES CORP.		03/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation, as Collateral Agent		
Street Address:	10 East 40th Street, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3575229	USSG UNITED STATES SERVICES GROUP	
Registration Number:	3575233	USES UNITED STATES ENVIRONMENTAL SERVICE	
Registration Number:	3575232	USMSI UNITED STATES MARITIME SERVICES, I	
Registration Number:	3575228	USIS UNITED STATES INDUSTRIAL SERVICES,	
Registration Number:	3575231	ABCLEAN ENVIRONMENTAL AND INDUSTRIAL CLE	
Registration Number:	3575227	TANKCO	
Registration Number:	3798806	USIS UNITED STATES INDUSTRIAL SERVICES	
Registration Number:	4257076	USES UNITED STATES ENVIRONMENTAL SERVICE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	59297/031		
NAME OF SUBMITTER:	Christine Slattery		

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SIGNATURE:	/Christine Slattery/
DATE SIGNED:	03/31/2014
Total Attachments: 7 source=11 Trademark Security Agreement#page1.tif source=11 Trademark Security Agreement#page2.tif source=11 Trademark Security Agreement#page3.tif source=11 Trademark Security Agreement#page4.tif source=11 Trademark Security Agreement#page5.tif source=11 Trademark Security Agreement#page6.tif source=11 Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 31, 2014 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of March 31, 2014 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among USES CORP., a Delaware corporation (the “Borrower”), USES Holding Corp., a Delaware corporation, Project Cricket Acquisition, Inc., a Delaware corporation and the other Guarantors referred to therein, the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Term Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of March 31, 2014 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1 Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Section 5 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6 GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

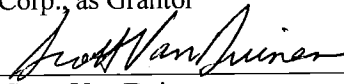
Section 7 WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8 The terms and provisions of Sections **Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found.** and **Error! Reference source not found.** of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement *mutatis mutandis* as if fully set forth herein. This Patent Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

USES Corp., as Grantor

By 

Name: Scott Van Duinen

Title: Chairman

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005247 FRAME: 0407

SCHEDULE 1

1. REGISTERED TRADEMARKS

Mark	Owner	Registration Date	Registration Number
"USSG United States Services Group" Service Mark	USES Corp.	February 17, 2009	3,575,229
"USES United States Environmental Services, L.L.C." Service Mark	USES Corp.	February 17, 2009	3,575,233
"USMSI United States Maritime Services, Inc." Service Mark	USES Corp.	February 17, 2009	3,575,232
"USIS Unites States Industrial Services, L.L.C." Service Mark	USES Corp.	February 17, 2009	3,575,228
"AbClean Environmental and Industrial Cleaning Services" Service Mark	USES Corp.	February 17, 2009	3,575,231
"Tankco" Service Mark	USES Corp.	February 17, 2009	3,575,227
"USIS United States Industrial Services" Service Mark	USES Corp.	June 8, 2010	3,798,806
"USES United States Environmental Services Industrial Response & Remediation Maritime" Service Mark	USES Corp.	December 11, 2012	4,257,076

Trade Name/ Assumed Name	Applicant	Jurisdiction	Date
"USES Environmental Services, LLC"	USES LLC	Texas	Reg. Date: June 7, 2004 Expired: May 5, 2022
"USES Environmental Services, LLC"	USES LLC	Harris County, Texas	Reg. Date of June 7, 2004
"U.S. Environmental Services, L.L.C."	USES LLC	Alabama	Reg. Date: January 1, 2004
"Cargo Clean"	Maritime	Louisiana	Reg. Date: July 20, 2004 Exp. Date: July 20, 2014

Trade Name/ Assumed Name	Applicant	Jurisdiction	Date
"Tristar Marine"	Maritime	Louisiana	Reg. Date: July 20, 2004 Exp. Date: July 20, 2014
"USIS, Inc."	USES Inc.	Louisiana	Reg. Date: March 15, 2013 Exp. Date: March 15, 2023
"US Industrial Services, Inc."	USES Inc.	Louisiana	Reg. Date: March 15, 2013 Exp. Date: March 15, 2023
"United States Industrial Services, Inc."	USES Inc.	Louisiana	Reg. Date: March 15, 2013 Exp. Date: March 15, 2023
"AbClean, Inc."	USES Inc.	Louisiana	Reg. Date: March 15, 2013 Exp. Date: March 15, 2023
"USIS, Inc."	USES Inc.	Texas	Reg. Date: March 8, 2013 Exp. Date: March 8, 2023
"US Industrial Services, Inc."	USES Inc.	Texas	Reg. Date: March 8, 2013 Exp. Date: March 8, 2023
"United States Industrial Services, Inc."	USES Inc.	Texas	Reg. Date: March 8, 2013 Exp. Date: March 8, 2023
"AbClean, Inc."	USES Inc.	Texas	Reg. Date: March 8, 2013 Exp. Date: March 8, 2023
"USIS, Inc."	USES Inc.	Harris County, Texas	Reg. Date: March 14, 2013 Exp. Date: March 14, 2023
"US Industrial Services, Inc."	USES Inc.	Harris County, Texas	Reg. Date: March 14,

Trade Name/ Assumed Name	Applicant	Jurisdiction	Date
			2013 Exp. Date: March 14, 2023
"United States Industrial Services, Inc."	USES Inc.	Harris County, Texas	Reg. Date: March 14, 2013 Exp. Date: March 14, 2023
"AbClean, Inc."	USES Inc.	Harris County, Texas	Reg. Date: March 14, 2013 Exp. Date: March 14, 2023