

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299710

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:	PNC Bank		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
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:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-14015		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

OP \$215.00 3575229

SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/31/2014
Total Attachments: 13 source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page1.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page2.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page3.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page4.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page5.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page6.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page7.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page8.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page9.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page10.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page11.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page12.tif source=PNC_USES - Intellectual Property Security Agreement (USES Corp)#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of March 31, 2014, is made by **USES CORP.**, a corporation organized under the laws of the State of Delaware ("Grantor"), with an address at 200 Crescent Court, Suite 1030, Dallas, Texas 75201, in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 2100 Ross Avenue, Suite 1850, Dallas, TX 75201, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, "Agent").

WITNESETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantor, United States Environmental Services, L.L.C., a Louisiana limited liability company ("USES LLC"), USES, Inc., a Texas corporation ("USES Inc."), United States Maritime Services, Inc., a Louisiana corporation ("USES Maritime"), United States Mooring Services, Inc., a Louisiana corporation ("USES Mooring"), United States Industrial Labor, L.L.C., a Louisiana limited liability company ("USES Industrial" and together with Grantor, USES LLC, USES Inc., USES Maritime, USES Mooring and each Person joined hereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), each other Person hereafter joined thereto as a borrower from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "Lenders"), and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Credit Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of Grantor's assets, including without limitation, all of Grantor's Intellectual Property and specifically including all of Grantor's registered United States patents, trademarks and copyrights and all of Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations (other than contingent indemnification obligations not yet asserted or threatened) to Agent, Issuer, Lenders and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "**Intellectual Property Collateral**"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations (other than contingent indemnification obligations not yet asserted or threatened) are indefeasibly paid in full and the obligations of Agents and Lenders to make

extensions of credit to the Borrowers under the Credit Agreement or any Other Document are terminated (the "Termination"). Subject to Section 13.2 of the Credit Agreement, upon the Termination, Agent shall promptly (A) execute and deliver to Grantor a release of the security interest in and Lien on the Intellectual Property Collateral granted pursuant to this Section 1 and (B) execute and deliver UCC termination statements and such other instruments as may be reasonably necessary or appropriate to reflect the termination of the rights (including, without limitation, the security interest and Lien) granted hereunder.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral 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.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

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

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new US Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.9 of the Credit Agreement following acquisition of such new US Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new US Registered Intellectual Property but Grantor fails for whatever reason to

promptly deliver a Supplement pursuant to this Section 5, Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, at any time thereafter and until the Termination, to execute in the name of Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “**Event of Default**” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and cannot be revoked until the Termination.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

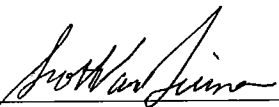
Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantor), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

USES CORP.

By: 
Scott Van Duinen
Chairman

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Frank Bonet
Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005247 FRAME: 0481

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

USES CORP.

By: _____
Scott Van Duinen
Chairman

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: Frank Bonet
Frank Bonet
Vice President

[Signature Page to Intellectual Property Security Agreement]

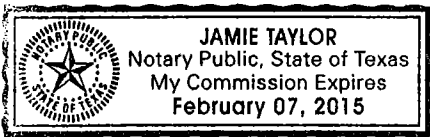
TRADEMARK
REEL: 005247 FRAME: 0482

Acknowledgment of Grantor

STATE OF Texas
COUNTY OF Dallas) SS

On this 20 day of March, 2014 before me personally appeared Scott Van Duinen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **USES CORP.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jamie Taylor
Notary Public



[Intellectual Property Security Agreement - Acknowledgement of Grantor]

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantor's patents and patent applications:

[None]

2. Grantor's trademarks:

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

3. Grantor's copyrights:

[None]

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this __ day of _____, by **USES CORP.**, a corporation organized under the laws of the State of Delaware ("**Grantor**"), with an address at 365 Canal Street, Suite 2520, New Orleans, LA 70075, in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 2100 Ross Avenue, Suite 1850, Dallas, TX 75201, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, "**Agent**"):

W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to a certain Intellectual Property Security Agreement dated as of March __, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations (other than contingent indemnification obligations not yet asserted or threatened) to each Agent, Issuer, Lenders and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired US Registered Intellectual Property, which Supplement is intended by the parties thereto to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations (other than contingent indemnification obligations not yet asserted or threatened) to Agent, Issuer, Lenders and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for its benefit

and for the ratable benefit of Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

USES CORP.

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____

Name: _____

Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____