

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM311416

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ERM-Delaware, Inc.		06/27/2014	CORPORATION: DELAWARE
Environmental Resources Management-Southeast, Inc.		06/27/2014	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Corporate Trustee Company (UK) Limited, as Security Agent		
<b>Street Address:</b>	8 Canada Square		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 5HQ		
<b>Entity Type:</b>	Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1803556	ERM	
<b>Registration Number:</b>	3678668	ERM	
<b>Registration Number:</b>	1489700	ERM	
<b>Registration Number:</b>	3678669	ERM	
<b>Registration Number:</b>	1443922	THE ERM GROUP	
<b>Registration Number:</b>	1915446	ENVIROCLEAN	
<b>Registration Number:</b>	2566127	DOT RIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	224498-5		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

CH \$190.00 1803556

<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	07/22/2014
<b>Total Attachments: 5</b> source=7-22-14 ERM-Delaware-TM#page1.tif source=7-22-14 ERM-Delaware-TM#page2.tif source=7-22-14 ERM-Delaware-TM#page3.tif source=7-22-14 ERM-Delaware-TM#page4.tif source=7-22-14 ERM-Delaware-TM#page5.tif	

## GRANT OF TRADEMARK SECURITY INTEREST

This GRANT OF TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 27, 2014 and entered into by and between ERM-DELAWARE, INC., ENVIRONMENTAL RESOURCES MANAGEMENT-SOUTHEAST, INC. (and together with ERM-DELAWARE, INC., the "Grantors" and each a "Grantor") and HSBC Corporate Trustee Company (UK) Limited ("Security Agent");

WHEREAS, Grantor owns, and will in the future adopt, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to (i) the syndicated facility agreement dated May 16, 2014 (said facilities agreement, as amended, restated, novated, supplemented or otherwise modified from time to time, the "Syndicated Facility Agreement"), between, among others, the Grantors, Emerald 2 Limited, a company incorporated in England and Wales with registered number 0755179, as the Parent and an original guarantor, the subsidiaries of the Parent listed in Part I of Schedule 1 thereto as original borrowers (the "Original Borrowers"), BNP Paribas Fortis SA/NV, Deutsche Bank AG, London Branch, and HSBC Bank plc, as Mandated Lead Arrangers, HSBC Bank plc, as the Agent and HSBC Corporate Trustee Company (UK) Limited, as the Security Agent, and (ii) the second lien facility agreement, dated May 16, 2014 (said facility agreement, as amended, restated, novated, supplemented or otherwise modified from time to time, the "Second Lien Facility Agreement" and together with the Syndicated Facility Agreement, the "Facility Agreements"), between, among others, the Grantors, Emerald 3 Limited, a company incorporated in England and Wales with registered number 07479235, as Borrower, BNP Paribas Fortis SA/NV, Deutsche Bank AG, London Branch, and HSBC Bank plc, as the Mandated Lead Arrangers, Deutsche Bank AG, London Branch, as the Agent, and HSBC Corporate Trustee Company (UK) Limited, as the Security Agent, the Lenders have made certain commitments, subject to the terms and conditions set forth in the Facility Agreements, to extend certain credit facilities to the Borrowers; and

WHEREAS, pursuant to the Facility Agreements, it is an undertaking of the Borrowers and the other Obligors and a condition precedent to further extensions of credit by the Lenders under the Facility Agreements that the Grantors shall have granted the security interests and undertaken the obligations contemplated by this Agreement; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement dated as of May 30, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement", capitalized terms used but undefined herein shall have the meanings ascribed to such terms therein), among Grantor and Security Agent, Grantor has agreed to create in favor of Security Agent a secured and protected interest in, and Security Agent has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Security Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications (but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office) pertaining thereto, from time to time owned by such Grantor, or

hereafter adopted and used, in its business (including, without limitation, the U.S. trademarks specifically identified in Schedule A as the same may be amended pursuant hereto from time to time) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A as the same may be amended pursuant hereto from time to time) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) including the right to sue for past, present and future infringements in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks, Trademark Registrations, Trademark Rights and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Security Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby farther acknowledge and affirm that the rights and remedies of Security Agent with respect to the security interest in the Trademark Collateral 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. If there is a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 27 day of June, 2014.

ERM-DELAWARE, INC., as Grantor  
ENVIRONMENTAL RESOURCES MANAGEMENT-  
SOUTHEAST, INC., as Grantor

By: 

Name: Ann Chilton

Title: Principal

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED,  
as Security Agent, as Grantee

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED,  
as Security Agent, as Grantee

By:

Name:

Title:

  
Eureka Wilson  
Director

[Signature Page to the Trademark Security Agreement]

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b><u>Registered Owner</u></b>	<b><u>Trademark Description</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
ERM-Delaware, Inc.	Service Mark: ERM and design	1,803,556 and 3,678,668	November 9, 1993 September 8, 2009
ERM-Delaware, Inc.	Service Mark: ERM	1,489,700 and 3,678,669	May 24, 1988 September 6, 2009
ERM-Delaware, Inc.	Trademark/Service Mark: The ERM Group and design	1,443,922	June 23, 1987
ERM-Delaware, Inc.	Service Mark: ENVIROCLEAR	1,915,446	August 29, 1995
Environmental Resources Management-Southeast, Inc.	Service Mark: DOT RIGHT	2,566,127	April 30, 2002