

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENTACT Services, LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
ENTACT, LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	One U.S. Bank Plaza, 7th & Washington		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2333244	ENTACT	
Registration Number:	2899691	ENTACT	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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>			
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd. 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2834.248		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	06/03/2015		
Total Attachments: 9			

OP \$65.00 2333244

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PATENT AND TRADEMARK SECURITY AGREEMENT

Reference is hereby made to that certain Credit Agreement dated as of June 1, 2015, by and among ENTACT MERGER SUB INC., a Delaware corporation ("Borrower"), the Lenders from time to time party thereto and U.S. Bank National Association, as a Lender, as Senior Lead Arranger, Swing Line Lender, Administrative Agent and L/C Issuer ("Agent"), as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Credit Agreement"). All capitalized terms used and not otherwise defined in this Patent and Trademark Security Agreement (this "Agreement") shall have the respective meanings ascribed to them in the Credit Agreement.

This Agreement is made as of the 1st day of June, 2015, by the Borrower, (the "Debtor") in favor of the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders.

WITNESSETH:

WHEREAS, the Borrower, the Agent, the L/C Issuer, and the Lenders are herewith entering into the Credit Agreement;

WHEREAS, as a condition precedent to the Agent, the L/C Issuer, and the Lenders entering into the Credit Agreement, the Agent, the L/C Issuer, and the Lenders have required that the Debtor execute and deliver this Agreement to the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders;

WHEREAS, in order to induce the Agent, the L/C Issuer, and the Lenders to enter into the Credit Agreement, the Debtor has agreed to execute and deliver this Agreement to the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by the Debtor and certain Affiliates of Debtor in favor of the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Security Agreement"), pursuant to which the Debtor has granted to the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders a security interest in and lien on, among other things, all of the Debtor's accounts, accounts receivable, payment intangibles, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, patent applications, trademarks, trademark applications and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by the Debtor and all cash and non-cash proceeds thereof, in each case subject to any exceptions and limitations set forth in, and the other terms and conditions of, the Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Agent for the benefit of the Agent, the L/C Issuer, and the Lenders a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following described property, all whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications owned by such Debtor, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedule A and Schedule B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names and common law rights in the foregoing, in each case owned by such Debtor, including, without limitation, each trademark registration and application listed on Schedule C and Schedule D, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time); and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b) and (c) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations and (ii) any and all costs of collection, including, without limitation, reasonable and documented attorneys' fees and out-of-pocket expenses, incurred by the Agent, the L/C Issuer, and/or any

Lender upon the occurrence of an Event of Default, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Agent, the L/C Issuer, and/or any Lender in connection with any bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

Notwithstanding the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any Excluded Property (as defined in the Credit Agreement), which includes intent-to-use trademark applications as further set forth in the Credit Agreement.

2. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

3. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the United States of America and the State of New York (without reference to conflict of law principles); it being understood that, to the extent that the Uniform Commercial Code requires the application of the laws of another jurisdiction with respect to the perfection, the effect of the perfection or non-perfection and/or the priority of the security interests and liens created by this Agreement, the laws of such other jurisdiction shall apply to such matters.

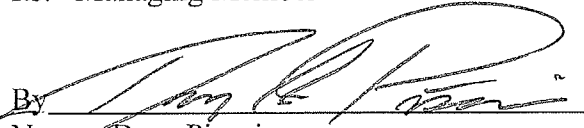
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SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor has executed this Patent and Trademark Security Agreement as of the date first set forth above.

ENTACT SERVICES, LLC
a Delaware limited liability company


By: ENTACT, LLC
Its: Managing Member

By: ENTACT Environmental Services, Inc.
Its: Managing Member

By: 
Name: Dean Pisani
Title: Chief Executive Officer

ENTACT, LLC
a Delaware limited liability company

By: ENTACT Environmental Services, Inc.
Its: Managing Member

By: 
Name: Dean Pisani
Title: Chief Executive Officer

Accepted and agreed to as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: *Seon K. Kim Hoek*
Name: *Seon K. Kim Hoek*
Title: *Senior Vice President*

SCHEDULE A

Patents

Patent Title / Owner	Application Number	Patent Number	Filing Date	Issue Date	Expiration Date
Method for Treatment of Solid Waste to Minimize Permeability of the Waste / ENTACT Services, LLC	08/488,946	5,591,116	06/09/1995	01/07/1997	06/09/2015
Method for Treatment of Solid Waste to Minimize Permeability of the Waste / ENTACT Services, LLC	08/617,481	5,788,623	03/15/1996	08/04/1998	06/09/2015
Method for Treatment and Disposal of Lead Based Paint / ENTACT Services, LLC	08/614,960	5,667,696	03/11/1996	09/16/1997	03/11/2016
Method for Treatment of Solid Waste to Minimize Permeability of the Waste / ENTACT Services, LLC	08/867,585	5,931,773	06/02/1997	08/03/1999	06/09/2015


SCHEDULE B

Patent Applications

Patent Title / Applicant	Application Number	Patent Number	Filing Date	Issue Date	Expiration Date
Additives for Soil, Soil Compositions and Methods of Making / ENTACT Services, LLC	13/311024	n/a	12/05/2011	n/a	n/a

SCHEDULE C

U.S. Registered Trademarks

Service Mark	Serial No.	Reg. No.	Filing Date	Reg. Date	Next Renewal	Services/Class / Owner
 ENTACT	75/732,999	2,333,244	06/21/1999	03/21/2000	03/21/2020	Environmental remediation management services (Int. Class 042) / ENTACT, LLC
ENTACT	78/272,129	2,899,691	07/09/2003	11/02/2004	11/02/2024	Environmental remediation management services and consultation services thereto (Int. Class 042) / ENTACT, LLC

SCHEDULE D

U.S. Applications for Trademark Registration

None.