

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TESTAMERICA AIR EMISSION CORP.		06/25/2012	CORPORATION: DELAWARE
TESTAMERICA LABORATORIES, INC.		06/25/2012	CORPORATION: DELAWARE
ENVIRONMENTAL SAMPLING SUPPLY, INC. (f/k/a EN NOVATIVE TECHNOLOGIES, INC.)		06/25/2012	CORPORATION: DELAWARE
EMLAB P&K, LLC		06/25/2012	LIMITED LIABILITY COMPANY: DELAWARE
AEROTECH LABORATORIES, INC.		06/25/2012	CORPORATION: ARIZONA
TESTAMERICA HOLDINGS, INC.		06/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, AS AGENT
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4648319	CAPSURE
Registration Number:	4648320	CAPSURE
Registration Number:	4648321	CAPSURE
Registration Number:	4492788	MOLDSTAT
Registration Number:	4434192	MOLDRANGE
Registration Number:	4437759	MOLDSCORE
Registration Number:	4447386	TOTALACCESS
Registration Number:	4554902	LABSERVE

OP \$215.00 4648319

CORRESPONDENCE DATA**Fax Number:** 3128637806*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.***Phone:** 312-863-7198**Email:** nancy.brougher@goldbergkohn.com**Correspondent Name:** Nancy Brougher, Paralegal**Address Line 1:** Goldberg Kohn Ltd.**Address Line 2:** 55 East Monroe Street, Suite 3300**Address Line 4:** Chicago, ILLINOIS 60603**ATTORNEY DOCKET NUMBER:** 1989.317**NAME OF SUBMITTER:** Nancy Brougher**SIGNATURE:** /njb/**DATE SIGNED:** 08/25/2015**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of June, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 25, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among TestAmerica Environmental Services LLC, a Delaware limited liability company, as parent ("Parent"), TestAmerica Air Emission Corp., a Delaware corporation ("TAEC"), TestAmerica Drilling Corp., a Delaware corporation ("TDC"), TestAmerica Laboratories, Inc., a Delaware corporation ("TLI"), EN Novative Technologies, Inc., a Delaware corporation ("ENTI"), EMLab P&K, LLC, a Delaware limited liability company ("EMLab"), Q.E.D. Environmental Services, Inc., a Michigan corporation ("QED") and Aerotech Laboratories, Inc., an Arizona corporation ("ALI", and together with TAEC, TDC, TLI, ENTI, EMLab and QED, "Borrowers"), as borrowers, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, WFCF as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Lead Arranger"), and WFCF as sole book runner (in such capacity, together with its successors and assigns in such capacity, the "Book Runner"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 25, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not

defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending

Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEW YORK AND SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


TESTAMERICA AIR EMISSION CORP.,
a Delaware corporation

By: 
Name: Ben Erwin
Title: Chief Financial Officer and Secretary

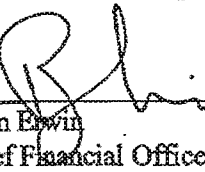
TESTAMERICA LABORATORIES, INC.,
a Delaware corporation

By: 
Name: Ben Erwin
Title: Chief Financial Officer and Secretary

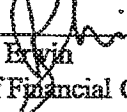
ENNOVATIVE TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: Ben Erwin
Title: Chief Financial Officer and Secretary


EMLAB P&K, LLC,
a Delaware limited liability company

By: 
Name: Ben Erwin
Title: Chief Financial Officer and Secretary

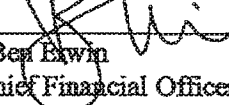
Q.E.D. ENVIRONMENTAL SYSTEMS, INC.,
a Michigan corporation

By: 
Name: Ben Erwin
Title: Chief Financial Officer and Secretary

AEROTECH LABORATORIES, INC.,
an Arizona corporation

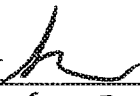
By: 
Name: Ben Erwin
Title: Chief Financial Officer and Secretary

TESTAMERICA HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Ben Erwin
Title: Chief Financial Officer and Secretary

AGENT:

**WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company**

By: 
Name: S. N. P. M.
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	United States Application/Registration No.	App/Reg Date
Aerotech Laboratories, Inc.	WALLCHEK	2360908	December 4, 1998
Aerotech Laboratories, Inc.	AEROTECH P&K	3223622	March 22, 2005
Aerotech Laboratories, Inc.	AEROTECH P&K Design	3226367	March 22, 2005
Aerotech Laboratories, Inc.	10 MINUTE MOLD TEST	3374612	July 26, 2006
Aerotech Laboratories, Inc.	AEROTECH 6	2571479	May 12, 2002
EMLab P&K, LLC	EMLab	3156166	July 27, 2004
EMLab P&K, LLC	EMLAB & Design	3411699	September 27, 2005
EMLab P&K, LLC	EMLAB-ENVIRONMENTAL MICROBIOLOGY LABORATORY, INS. Design	3411700	September 27, 2005
EMLab P&K, LLC	EMLAB P&K	3740389	June 1, 2007
En Novative Technologies, Inc.	EN CORE	2205262	July 17, 1997
En Novative Technologies, Inc.	TERRA CORE	2511001	July 6, 1999
En Novative Technologies, Inc.	ACCUCORE	3088047	January 22, 2004
En Novative Technologies, Inc.	ESS & Design	1811990	April 13, 1993
En Novative Technologies, Inc.	PREPRESERVED	1808978	April 12, 1993
En Novative Technologies, Inc.	E & Design	3298139	September 13, 2006

EMLab P&K, LLC	THE ENVIRONMENTAL MICROBIOLOGY SPECIALISTS	2982314	May 6, 2005
TestAmerica Air Emissions Corp.	METCO ENVIRONMENTAL	1712557	December 9, 1991
TestAmerica Air Emissions Corp.	METCO ENVIRONMENTAL	1712375	December 9, 1991
TestAmerica Holdings, Inc.	TESTAMERICA & Design	2468926	July 28, 1999
TestAmerica Holdings, Inc.	TESTAMERICA	2420901	July 28, 1999
TestAmerica Laboratories, Inc.	STL & Design	2930202	August 25, 2003
TestAmerica Laboratories, Inc.	LEADERS IN ENVIRONMENTAL TESTING	2950572	August 25, 2003
TestAmerica Laboratories, Inc.	TESTAMERICA THE LEADER IN ENVIRONMENTAL TESTING	3689871	June 25, 2007
TestAmerica Laboratories, Inc.	STL	3188507	April 14, 2005
P&K Microbiology Services, Inc. (now EMLab P&K, LLC)	STL SEVERN TRENT P & K MICROBIOLOGY SERVICES, INC	76/544311	September 11, 2003
EMLab P&K, LLC	MOLDSTAT	3155336	October 10, 2006
Environmental Sampling Supply, Inc.	CAPSURE	4648319	Dec. 02, 2014
Environmental Sampling Supply, Inc.	CAPSURE (Stylized)	4648320	Dec. 02, 2014
Environmental Sampling Supply, Inc.	CAPSURE & Design	4648321	Dec. 02, 2014
TestAmerica Laboratories, Inc.	MOLDSTAT	4492788	Mar. 04, 2014
TestAmerica Laboratories, Inc.	MOLDRANGE	4434192	Nov. 12, 2013
TestAmerica Laboratories, Inc.	MOLDScore	4437759	Nov. 19, 2013
TestAmerica Laboratories, Inc.	TOTALACCESS	4447386	Dec. 10, 2013

EMLab P&K, LLC	LABSERVE (Stylized)	4554902	Jun. 24, 2014
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OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
None.			

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK
EMLab P&K, LLC	1664858	Canada	LABSERVE (Stylized)