

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362078

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplemental Grant of Security Interest Under the Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMLAB P&K, LLC		11/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
ENVIRONMENTAL SAMPLING SUPPLY, INC.		11/11/2015	CORPORATION: DELAWARE
TESTAMERICA LABORATORIES, INC.		11/11/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FSJC XIII, LLC		
<b>Street Address:</b>	1700 East Putnam Ave., Suite 207		
<b>City:</b>	Old Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06870		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3155336	MOLDSTAT	
<b>Registration Number:</b>	4648319	CAPSURE	
<b>Registration Number:</b>	4648320	CAPSURE	
<b>Registration Number:</b>	4648321	CAPSURE	
<b>Registration Number:</b>	4492788	MOLDSTAT	
<b>Registration Number:</b>	4434192	MOLDRANGE	
<b>Registration Number:</b>	4437759	MOLDSCORE	
<b>Registration Number:</b>	4447386	TOTALACCESS	
<b>Registration Number:</b>	4554902	LABSERVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>TRADEMARK</b>			

OP \$240.00 3155336

**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, LTD  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F159436

**NAME OF SUBMITTER:** Chelsea Rodstrom

**SIGNATURE:** /Chelsea Rodstrom/

**DATE SIGNED:** 11/12/2015

**Total Attachments: 5**

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source=AmericasActive(EXECUTED - Trademark Security Agreement Supplement (TestAmerica))#page2.tif  
source=AmericasActive(EXECUTED - Trademark Security Agreement Supplement (TestAmerica))#page3.tif  
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source=AmericasActive(EXECUTED - Trademark Security Agreement Supplement (TestAmerica))#page5.tif

SUPPLEMENTAL GRANT OF A SECURITY INTEREST  
UNDER THE TRADEMARK SECURITY AGREEMENT

This Supplemental Grant of a Security Interest under the Trademark Security Agreement (the "Supplemental Trademark Security Agreement") is made, and dated as of November 11, 2015 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor") and FSJC XIII, LLC, in its capacity as Agent for the Lenders (in such capacity, together with its successors and assigns, if any, "Agent"), and supplements the certain Trademark Security Agreement dated June 25, 2012 (the "Trademark Security Agreement") among the Grantors listed on the signature pages thereto in favor of Agent. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Guaranty and Security Agreement (as defined below) or, if not defined therein, in the Trademark Security Agreement.

WHEREAS, the Grantors entered into a Guaranty and Security Agreement, dated June 25, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Guaranty and Security Agreement"), in favor of Agent pursuant to that certain Term Loan Agreement dated as of June 25, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among TestAmerica Environmental Services LLC, a Delaware limited liability company, as parent, the Borrowers (as defined therein), the Lenders (as defined therein) and Agent;

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors granted to Agent for the benefit of the Lenders, a continuing security interest in all right, title and interest of the Grantors in, to and under their trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 6 attached thereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world (the "Trademarks"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Guaranty and Security Agreement);

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors entered into the Trademark Security Agreement in favor of Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 25, 2012, at Reel 4807 and Frame 0624;

WHEREAS, subsequent to the execution date of the Trademark Security Agreement, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, new trademarks and service marks including, but not limited to, those listed on Schedule 1 attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "New Trademarks"); and

WHEREAS, the Grantors and Agent desire to supplement the Trademark Security Agreement to include the New Trademarks as “Trademark Collateral” thereunder; provided, that, such Trademark Collateral shall not include any Excluded Collateral (the “New Trademark Collateral”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to Agent for the ratable benefit of the Lenders, a continuing security interest in the New Trademark Collateral (and Schedule 1 to the Trademark Security Agreement is hereby amended to include the New Trademarks, which shall be deemed to be “Trademark Collateral” under and as defined therein) to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

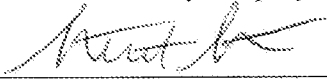
THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEW YORK AND SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN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

In the case of any conflict or inconsistency between any terms of this Supplemental Trademark Security Agreement, on the one hand, and the First Lien Intercreditor Agreement (as defined in the Loan Agreement), on the other hand, then the terms of the First Lien Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantors have caused this Supplemental Trademark Security Agreement to be duly executed by its authorized officer as of the date first set forth above.

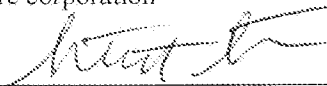
EMLAB P&K, LLC,  
a Delaware limited liability company

By: 

Name: Stuart P. Stoller

Title: Chief Financial Officer

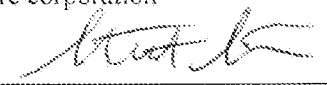
ENVIRONMENTAL SAMPLING SUPPLY, INC.,  
a Delaware corporation

By: 

Name: Stuart P. Stoller

Title: Chief Financial Officer

TESTAMERICA LABORATORIES, INC.,  
a Delaware corporation

By: 

Name: Stuart P. Stoller

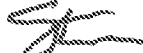
Title: Chief Financial Officer

*[Signature Page to Supplemental Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005666 FRAME: 0959**

ACCEPTED AND ACKNOWLEDGED BY:

FSJC XIII, LLC,  
a Delaware limited liability company,  
as Agent

By:   
Name: Stephen J. Czech  
Title:

# SCHEDULE 1

## NEW TRADEMARKS

### U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Registration No.</u>	<u>Description</u>	<u>Owner</u>
3155336	MOLDSTAT	EMLab P&K, LLC
4648319	CAPSURE	Environmental Sampling Supply, Inc.
4648320	CAPSURE (Stylized)	Environmental Sampling Supply, Inc.
4648321	CAPSURE & Design	Environmental Sampling Supply, Inc.
4492788	MOLDSTAT	TestAmerica Laboratories, Inc.
4434192	MOLDRANGE	TestAmerica Laboratories, Inc.
4437759	MOLDSCORE	TestAmerica Laboratories, Inc.
4447386	TOTALACCESS	TestAmerica Laboratories, Inc.
4554902	LABSERVE (Stylized)	EMLab P&K, LLC

### CANADIAN TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Application No.</u>	<u>Country/State</u>	<u>Trademark</u>
EMLab P&K, LLC	1664858	Canada	LABSERVE (Stylized)