

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487572

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
RESUBMIT DOCUMENT ID:	900459977

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EnergySolutions, LLC		05/11/2018	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2276852	SPECIALIZED GENERATOR SERVICES
Registration Number:	3314241	WE'RE PART OF THE SOLUTION
Registration Number:	3445189	ENERGYSOLUTIONS
Registration Number:	3445190	ENERGYSOLUTIONS
Registration Number:	3645827	ENERGYSOLUTIONS ARENA
Registration Number:	3645828	ENERGYSOLUTIONS ARENA
Registration Number:	3872073	SPECIALIZED GENERATOR SERVICES
Registration Number:	4732738	

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1130558-0116-S216

NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	08/27/2018
Total Attachments: 10 source=Energy Solutions - Intellectual Property Security Agreement [Executed]#page1.tif source=Energy Solutions - Intellectual Property Security Agreement [Executed]#page2.tif source=Energy Solutions - Intellectual Property Security Agreement [Executed]#page3.tif source=Energy Solutions - Intellectual Property Security Agreement [Executed]#page4.tif source=Energy Solutions - Intellectual Property Security Agreement [Executed]#page5.tif source=Energy Solutions - Intellectual Property Security Agreement [Executed]#page6.tif source=Energy Solutions - Intellectual Property Security Agreement [Executed]#page7.tif source=Energy Solutions - Intellectual Property Security Agreement [Executed]#page8.tif source=Energy Solutions - Intellectual Property Security Agreement [Executed]#page9.tif source=Energy Solutions - Intellectual Property Security Agreement [Executed]#page10.tif	

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated May 11, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ENERGYSOLUTIONS FINANCE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), ENERGYSOLUTIONS, LLC, a Utah limited liability company (the “**Borrower**”), and the other Guarantors (as defined therein) have entered into a Credit Agreement dated as of May 11, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent and as Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders and L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated May 11, 2018 made by the Grantors (as defined therein) to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office, as applicable. Terms used but not otherwise defined herein shall have meanings set forth in the Security Agreement (or if not defined therein, in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto and all inventions or designs described and claimed therein (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, in each case, together with the goodwill symbolized thereby (the “**Trademarks**”);
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international

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treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. *Security for Obligations.* The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement).

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. *Execution in Counterparts.* This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

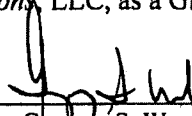
SECTION 5. *Grants, Rights and Remedies.* This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are subject to, and more fully set forth in the terms and conditions of the Security Agreement.

SECTION 6. *Governing Law.* This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EnergySolutions, LLC, as a Grantor

By:

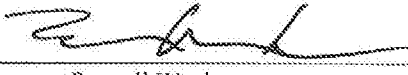

Name: Gregory S. Wood

Title: CHIEF FINANCIAL OFFICER

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006423 FRAME: 0816

Penguin Logistics LLC, as a Grantor

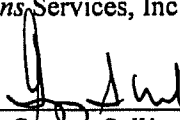
By: 
Name: Russell Workman
Title: Secretary and General Counsel

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006423 FRAME: 0817

EnergySolutions Services, Inc., as a Grantor

By:



Name: Gregory S. Wood

Title: CHIEF FINANCIAL OFFICER

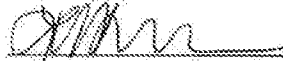
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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ACKNOWLEDGED:

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent

By:



Title: Authorized Signatory

Name: *W. H. H. H.*

Address:

1385 Broadway | 4th Floor
New York, NY 10036

Schedule A
U.S. Pending Applications and Issued Patents

<u>Title</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Assignee</u>	<u>Status</u>
“Lift-Liner Apparatus with Improved Weight-Carrying Capacity”	09176441	10-21-1998	6,155,772	12-5-2000	Penguin Logistics LLC	Issued
“Method and System for Treating Radioactive Waste Water” (SAFE System)	11/303,065	12-14-2025	7,563,939	07-21-2009	EnergySolutions, LLC	Issued
“Process and System for Treating Radioactive Waste Water to Prevent Overloading Demineralizer Systems” (SMART System)	11/834,098	08-06-2007	8,148,594	04-03-2012	EnergySolutions, LLC	Issued Reinstated on 5/19/2016
“Fluid Conveyed Material Collection System”	10/154,693	05-24-2002	7,067,057	06-27-2006	EnergySolutions, LLC	Issued
“Waste Water Treatment System With Slip Stream”	10/111,721	04-26-2002	6,709,599	03-23-2004	EnergySolutions, LLC	Issued
“Lid Lifter”	29/236,597	08-18-2005	D538,611	03-20-2007	EnergySolutions, LLC	Issued
“Air Bubbler to Increase Glass Production Rate”	09/375,805	08-17-1999	6,334,337	01-01-2002	EnergySolutions, LLC	Issued
“System and Method for the Removal of Radioactive Particulate From Liquid Waste”	09/537,067	03-28-2000	6,387,274	05-14-2002	EnergySolutions, LLC	Issued
“Apparatus, Methods, and Systems for Assaying Materials”	09/580,631	05-30-2000	6,448,564	09-10-2002	EnergySolutions, LLC	Issued

<u>Title</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Assignee</u>	<u>Status</u>
“Method for Treating Radioactive Waste Water” (SAFE Technology)	12/371,201	02-13-2009	8,222,475	07-17-2012	Energy Solutions, LLC	Issued
“System and Method for Processing Spent Nuclear Fuel”	13/829,084	03-14-13			Energy Solutions, LLC	Pending
“Shielded Packaging System for Radioactive Waste”	14/328,578	07-10-14	9,865,366	01-9-2018	Energy Solutions, LLC	Issued
“Method for Filling a Container With Hazardous Waste”	14/564,503	12-09-14	9,412,477	08-09-16	Energy Solutions, LLC	Issued

Schedule B
U.S. Trademark/Service Mark Registrations

Owner	Registration No.	Mark	Registration Date
EnergySolutions, LLC	2,276,852	SPECIALIZED GENERATOR SERVICES	09-07-1999
EnergySolutions, LLC	3,314,241	WE'RE PART OF THE SOLUTION	10-16-2007
EnergySolutions, LLC	3,445,189	ENERGYSOLUTIONS and Design	06-10-2008
EnergySolutions, LLC	3,445,190	ENERGYSOLUTIONS	06-10-2008
EnergySolutions, LLC	3,645,827	ENERGYSOLUTIONS ARENA and Design	06-30-2009
EnergySolutions, LLC	3,645,828	ENERGYSOLUTIONS ARENA	06-30-2009
EnergySolutions, LLC	3,872,073	SPECIALIZED GENERATOR SERVICES	11-09-2010
EnergySolutions, LLC	4,732,738	αNDΩ (Design)	05-05-2015

Schedule C
Copyrights

Copyright Title		Registration Number	Registration Date	Claimant
1.	Pilgrim thermex P. & I.D. : drawing no. C-049-047819- 001	VAu000683495	1/30/2006	Duratek Services, Inc. (predecessor of EnergySolutions Services, Inc.)