

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EnergySolution Company, Inc.		09/22/2023	Corporation: DELAWARE
EnergySolutions, LLC		09/22/2023	Limited Liability Company: UTAH
EnergySolutions Services, Inc.		09/22/2023	Corporation: TENNESSEE
MHF Packaging Solutions LLC		09/22/2023	Limited Liability Company: DELAWARE
Chem-Nuclear Systems, L.L.C.		09/22/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	155 Wellington Street West, 8th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 3K7		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3983371	OSSC	
<b>Registration Number:</b>	1472643	ALPS	
<b>Registration Number:</b>	5802637	FILTERSOLUTIONS	
<b>Registration Number:</b>	6200876	TOTAL WASTE DISPOSITIONING SOLUTIONS	
<b>Registration Number:</b>	6200877	TWDSOLUTIONS	
<b>Registration Number:</b>	3872073	SPECIALIZED GENERATOR SERVICES	
<b>Registration Number:</b>	3314241	WE'RE PART OF THE SOLUTION	
<b>Registration Number:</b>	3445189	ENERGYSOLUTIONS	
<b>Registration Number:</b>	3445190	ENERGYSOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

CH \$240.00 3983371

**Phone:** 2136207848  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Justine Lu/White & Case LLP  
**Address Line 1:** 555 South Flower Street, Suite 2700  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 1153994-0087-S216

**NAME OF SUBMITTER:** Justine Lu

**SIGNATURE:** /Justine Lu/

**DATE SIGNED:** 09/25/2023

**Total Attachments: 7**

source=EnergySolutions - IPSA (9.22.23) [Executed]#page1.tif

source=EnergySolutions - IPSA (9.22.23) [Executed]#page2.tif

source=EnergySolutions - IPSA (9.22.23) [Executed]#page3.tif

source=EnergySolutions - IPSA (9.22.23) [Executed]#page4.tif

source=EnergySolutions - IPSA (9.22.23) [Executed]#page5.tif

source=EnergySolutions - IPSA (9.22.23) [Executed]#page6.tif

source=EnergySolutions - IPSA (9.22.23) [Executed]#page7.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 September 22, 2023, is made by **ENERGYSOLUTION COMPANY, INC.** (f/k/a ENERGYSOLUTIONS, INC.), a Delaware corporation, **ENERGYSOLUTIONS, LLC**, a Utah Limited liability Company, **ENERGYSOLUTIONS SERVICES, INC.** (f/k/a DURATEK SERVICES, INC.), a Tennessee corporation, **MHF PACKAGING SOLUTIONS LLC**, a Delaware limited liability company, and **CHEM-NUCLEAR SYSTEMS, L.L.C.**, a Delaware limited liability company (collectively, the “**Grantors**”) in favor of ROYAL BANK OF CANADA, 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 and Guaranty Agreement dated as of September 22, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with ROYAL BANK OF CANADA, 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 September 22, 2023 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 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.

**ENERGYSOLUTION COMPANY, INC. (f/k/a  
ENERGYSOLUTIONS, INC.),**  
as a Grantor

By: Steven E. Birchfield  
Name: Steven E. Birchfield  
Title: Chief Financial Officer

**ENERGYSOLUTIONS, LLC,**  
as a Grantor

By: Steven E. Birchfield  
Name: Steven E. Birchfield  
Title: Chief Financial Officer

**CHEM-NUCLEAR SYSTEMS, L.L.C.,**  
as a Grantor

By: Steven E. Birchfield  
Name: Steven E. Birchfield  
Title: Chief Financial Officer

**ENERGYSOLUTIONS SERVICES, INC.,**  
as a Grantor

By: Steven E. Birchfield  
Name: Steven E. Birchfield  
Title: Chief Financial Officer

**MHF PACKAGING SOLUTIONS LLC,**  
as a Grantor

By: Steven E. Birchfield  
Name: Steven E. Birchfield  
Title: Chief Financial Officer

ACKNOWLEDGED:

**ROYAL BANK OF CANADA**, as Collateral Agent

By:   
\_\_\_\_\_  
Title: Susan Khokher  
Name: Manager, Agency

Address:

8th Floor, 155 Wellington Street West, Toronto,  
Ontario M5V 3K7

*[EnergySolutions -- Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 008208 FRAME: 0516**

**SCHEDULE A**  
**Patents**

<b>Owner</b>	<b>Title</b>	<b>Patent No.</b>	<b>Patent Date</b>	<b>App. No.</b>	<b>App. Date</b>
ENERGYSOLUTIONS, INC. (n/k/a ENERGYSOLUTION COMPANY, INC.)	Fluid treatment methods and systems	9446974	2016-09-20	14174499	2014-02-06
ENERGYSOLUTIONS, INC. (n/k/a ENERGYSOLUTION COMPANY, INC.)	Systems and methods for isotopic water separation	9266750	2016-02-23	14463406	2014-08-19
ENERGYSOLUTIONS, INC.	Methods relating to isotopic water filtration	9475007	2016-10-25	14632844	2015-02-26
ENERGYSOLUTIONS, INC.	Systems for isotopic water separation	10040702	2018-08-07	14796766	2015-07-10
ENERGYSOLUTIONS, INC.	Methods relating to isotopic water filtration	10226739	2019-03-12	15331634	2016-10-21
ENERGYSOLUTIONS, LLC	Method for treating radioactive waste water	7563939	2009-07-21	11303065	2005-12-14
ENERGYSOLUTIONS, LLC	Process for treating radioactive waste water to prevent overloading demineralizer systems	8148594	2012-04-03	11834098	2007-08-06
ENERGYSOLUTIONS, LLC	Method for treating radioactive waste water	8222475	2012-07-17	12371201	2009-02-13
ENERGYSOLUTIONS, LLC	Shielded packaging system for radioactive waste	9865366	2018-01-09	14328578	2014-07-10
ENERGYSOLUTIONS, LLC	Method of filling a container with hazardous waste	9412477	2016-08-09	14564503	2014-12-09
ENERGYSOLUTIONS, LLC	Method of using a modular container system for radioactive waste	10128012	2018-11-13	15864088	2018-01-08
MHF PACKAGING SOLUTIONS LLC	Flexible Bulk Container	N/A (application pending)	N/A (application pending)	17661043	2021-06-14

**SCHEDULE B  
Trademarks**

<b>Owner</b>	<b>Trademarks</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CHEM-NUCLEAR SYSTEMS, L.L.C.	OSSC	78868714	25-APR-2006	3983371	28-JUN-2011
CHEM-NUCLEAR SYSTEMS, L.L.C.	ALPS	73663151	27-MAY-1987	1472643	12-JAN-1988
ENERGYSOLUTIONS, LLC	FILTERSOLUTIONS	88057691	30-JUL-2018	5802637	09-JUL-2019
ENERGYSOLUTIONS, LLC	TOTAL WASTE DISPOSITIONING SOLUTIONS	87944898	01-JUN-2018	6200876	17-NOV-2020
ENERGYSOLUTIONS, LLC	TWDSOLUTIONS	87944901	01-JUN-2018	6200877	17-NOV-2020
ENERGYSOLUTIONS, LLC	SPECIALIZED GENERATOR SERVICES	77813581	26-AUG-2009	3872073	09-NOV-2010
ENERGYSOLUTIONS, LLC	WE'RE PART OF THE SOLUTION	78793088	17-JAN-2006	3314241	16-OCT-2007
ENERGYSOLUTIONS, LLC	ENERGYSOLUTIONS	78793098	17-JAN-2006	3445189	10-JUN-2008
ENERGYSOLUTIONS, LLC	ENERGYSOLUTIONS	78793108	17-JAN-2006	3445190	10-JUN-2008



**SCHEDULE C  
Copyrights**

<b>Owner</b>	<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CHEM-NUCLEAR SYSTEMS, L.L.C.	Browns Ferry thermex P. & I. D. : drawing no. C-334-D-6408 (v.0)	VAu000686596	2-13-2006
CHEM-NUCLEAR SYSTEMS, L.L.C.	Pilgrim thermex P. & I. D. : drawing no. C-334-D-6383 (v.0)	VAu000686597	2-13-2006
CHEM-NUCLEAR SYSTEMS, L.L.C.	Nuclear Street Web Site.	TX0005820896	11-18-2003
CHEM-NUCLEAR SYSTEMS, L.L.C.	Thermex equipment at Browns Ferry Nuclear Plant.	TXu001263536	1-30-2006
DURATEK SERVICES, INC. (predecessor of ENERGYSOLUTIONS SERVICES, INC.)	Pilgrim thermex P. & I.D. : drawing no. C-049-047819-001	VAu000683495	1-30-2006