

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRC Environmental Corporation	08/05/2011
RECEIVING PARTY DATA	
Name:	Wells Fargo Capital Finance, Inc.
Street Address:	100 Park Avenue
Internal Address:	3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	5202033
Patent Number:	5637355
Patent Number:	5859306
Patent Number:	5902392
Patent Number:	6001252
Patent Number:	6254312
Patent Number:	6543964
Patent Number:	6843617
Patent Number:	6949197
Patent Number:	7005076
Patent Number:	7326285
Patent Number:	7351191
Patent Number:	7374367
Patent Number:	7497948

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OP \$560.00 5202033

CORRESPONDENCE DATA

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Howard L. Siegel, Esq.
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Address Line 2: Moses & Singer LLP
Address Line 4: New York, NEW YORK 10174

NAME OF SUBMITTER:

Howard L. Siegel, Esq.

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of this 5th day of August, 2011, between TRC Environmental Corporation, a Connecticut corporation ("Grantor"), and WELLS FARGO CAPITAL FINANCE, INC. (formerly known as Wells Fargo Foothill, Inc.), in its capacity as administrative agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of July 17, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among TRC Companies, Inc., a Delaware corporation ("Parent"), each of Parent's Subsidiaries party thereto, the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated as of July 17, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and rights in and to Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of, and improvements on, the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Intellectual Property.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the

payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, 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 Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are 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 Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any patentable inventions or applications therefor which become part of the Patent Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TRC ENVIRONMENTAL CORPORATION,
a Connecticut corporation, as Grantor

By: M H Doll
Name: Martin H Doll
Title: Senior Vice President

AGENT:

WELLS FARGO CAPITAL FINANCE, INC.,
a California corporation, as Agent

By: Jasur Shapahar
Name: Jasur Shapahar
Title: VP

SIGNATURE PAGE OF PATENT SECURITY AGREEMENT

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SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Grantor	Country	Patent	Registration No.	Registration Date
TRC Environmental Corporation	U.S.	In SITU Method For Decreasing Heavy Metal Leaching From Soil Or Waste	5,202,033 07/767,520	09/30/1991
TRC Environmental Corporation	U.S.	Method Of Nonhazardous Removal Of Paint Containing Heavy Metals And Coating Preparation For Performing The Same	5,637,355 08/635,516	04/22/1996
TRC Environmental Corporation	U.S.	Method Of Treating Arsenic- Contaminated Matter Using Aluminum Compounds	5,859,306 08/811,164	03/04/1997
TRC Environmental Corporation	U.S.	Paint For Nonhazardous Removal Of Heavy Metals And Method For Using The Same	5,902,392 08/675,614	07/03/1996
TRC Environmental Corporation	U.S.	In SITU Anaerobic Dehalogenation	6,001,252 09/112,557	07/09/1998
TRC Environmental Corporation	U.S.	Stabilization Of Arsenic -- Contaminated Materials	6,254,312 B1 09/099,738	06/18/1998
TRC Environmental Corporation	U.S.	Stabilization Of Arsenic -- Contaminated Materials	6,543,964 B2 09/752,225	12/29/2000

TRC Environmental Corporation	U.S.	Stabilization Of Toxic Metals In A Waste Matrix And Pore Water	6,843,617 B2 10/408,634	04/07/2003
TRC Environmental Corporation	U.S.	SITU Neutralization Of Subsurface Acidic Pore Water	6,949,197 B2 10/456,095	06/06/2003
TRC Environmental Corporation	U.S.	Caustic Solution Treatment Process	7005076 7,560,034 10/456,096	06/06/2003
TRC Environmental Corporation	U.S.	Method For Recovering Hydrocarbon Vapors	7,326,285 B2 11/135,700	05/24/2005
TRC Environmental Corporation	U.S.	Method For Stabilizing Contaminated Waste	7,351,191 B2 11/218,678	09/02/2005
TRC Environmental Corporation	U.S.	Methods For Stabilizing Heavy Metal Containing Material For Disposal In Saturated Zone	7,374,367 10/610,749	07/01/2003
TRC Environmental Corporation	U.S.	Method For Remediation Of Soil And Groundwater	7,497,948 B2 11/257,659	10/25/2005
TRC Environmental Corporation	U.S.	Devices And Methods For Directing Migration Of Non-Aqueous Phase Liquids From Sediment	12/420,335	04/08/2009
TRC Environmental Corporation	U.S.	Devices And Methods For Venting Gas Bubbles From Underwater Sediment	61/416,168	11/22/2010

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