

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
EN Novative Technologies, Inc.	06/25/2012
EMLab P&K, LLC	06/25/2012
Q.E.D. Environmental Services, Inc.	06/25/2012

RECEIVING PARTY DATA

Name:	FSJC XIII, LLC, as Agent
Street Address:	Two Greenwich Plaza, 4th Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	6472203
Patent Number:	5343771
Patent Number:	5505098
Patent Number:	5517868
Patent Number:	5522271
Patent Number:	5706904
Patent Number:	5937953
Patent Number:	5566695
Patent Number:	7172036
Patent Number:	7216725
Patent Number:	5261348
Patent Number:	5358037
Patent Number:	5495890

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Patent Number:	6508310
Patent Number:	6415659
Patent Number:	6456201
Patent Number:	0551866
Application Number:	12691238
Application Number:	12912101
Application Number:	13009181
Application Number:	12958538
Application Number:	13088000

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22443/021
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NAME OF SUBMITTER:	Christine Slattery
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Total Attachments: 8
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 25th day of June, 2012, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **FSJC XIII, LLC**, a Delaware limited liability company, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, 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 ("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") and Agent, the Lenders have agreed to make certain loans to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the loans to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, 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 the Lenders, 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, 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 Loan Agreement, and this Patent 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 PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit

each Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Patent 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 "Patent Collateral"):

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

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent 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 Patent 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 Lenders 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 Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, 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 Patent 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 Patent 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 patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. 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 is a Loan Document. This Patent 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 Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

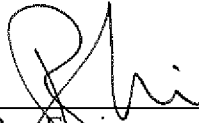
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF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

8. CONFLICTS. In the case of any conflict or inconsistency between any terms of this Patent Security Agreement, on the one hand, and the First Lien Intercreditor Agreement, on the other hand, then the terms of the First Lien Intercreditor Agreement shall control.


[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.


EN NOVATIVE 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

AGENT:

FSJC XIII, LLC,
a Delaware limited liability company

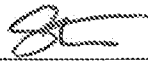
By: SJC Onshore Direct Lending Fund, L.P., its Sole Member

By: SJC Onshore Direct Lending Fund GP, L.P., its General Partner

By: Czech GP, LLC, its General Partner

By: Czech Asset Management, L.P., its Sole Member

By: Czech Management GP, LLC, its General Partner

By: 
Name: Stephen J. Czech
Title: Sole Member

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Patent	Application/ Patent No.	Filing Date
EMLab P&K, LLC	Combination Air Sampling Cassette and Nutrient Media Dish	6472203	November 1, 2000
En Novative Technologies, Inc.	Tool for Sampling Soil Containing Volatile Organic Compound	5343771	July 20, 1992
En Novative Technologies, Inc.	Soil Sampling Containment Cartridge Handle	5505098	February 21, 1995
En Novative Technologies, Inc.	Method for Obtaining a Soil Sample	5517868	May 26, 1995
En Novative Technologies, Inc.	Tool and Method for Soil Sampling	5522271	July 21, 1995
En Novative Technologies, Inc.	Soil Sampling Tool with Volume-Indicating Feature	5706904	July 24, 1996
En Novative Technologies, Inc.	Soil Sampling Tool with Unique Vent-and-Soil Features and Related Method	5937953	July 22, 1997
En Novative Technologies, Inc.	Modular Apparatus And Method For Cleaning Containers	5566695	February 14, 1995
En Novative Technologies, Inc.	Soil Sample Containment Device and Method	7172036	June 6, 2003

En Novative Technologies, Inc.	Soil Sampling System And Method That Allow Headspace Screening At Spaced Intervals Without Disturbing Soil Sample	7216725	January 24, 2005
Q.E.D. Environmental Systems, Inc.	Flow-Through Cell with Diverter Circuit	5261348	September 8, 1992
Q.E.D. Environmental Systems, Inc.	Float Operated Pneumatic Pump	5358037	March 29, 1993
Q.E.D. Environmental Systems, Inc.	Float Operated Pneumatic Pump	5495890	October 19, 1994
Q.E.D. Environmental Systems, Inc.	Bladder-Type Sampling Pump Controller	6508310	September 13, 2000
Q.E.D. Environmental Systems, Inc.	Method for Analyzing Purge Water	6415659	September 13, 2000
Q.E.D. Environmental Systems, Inc.	Method and Apparatus for Measuring Groundwater Levels	6456201	September 13, 2000
Q.E.D. Environmental Systems, Inc. ¹	Air Stripper Arrangement	5518668	February 18, 1994
Q.E.D. Environmental Systems, Inc.	Cam-Bolt Assembly	12/691238	January 21, 2010
Q.E.D. Environmental Systems, Inc.	Pneumatic Indicator For Detecting Liquid Level	12/912101	October 26, 2010
Q.E.D. Environmental Systems, Inc.	Fluid Inlet And Distribution System For Volatile Organic Compound	13/009181	January 19, 2011

¹ Note: Q.E.D. Environmental Systems, Inc. purchased this patent in the mid-1990s, but the United States Patent and Trademark Office (USPTO) lists a third party as the owner of this patent. The company is in the process of determining how it can correct this administrative error.

	Removal Device		
Q.E.D. Environmental Systems, Inc.	Removable Fluid Downcomer With Seal Pot Pan For Volatile Organic Compound Removal Device	12/958538	December 02, 2010
Q.E.D. Environmental Systems, Inc.	Fine Control Gas Valve	13/088000	April 15, 2011

Patent Licenses

None.