

07-02-2002

Docket No.:

13568.046



102142393

Original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Duratek, Inc.

06/25/02 16

06/25/02

FINANCE DEPT.

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **June 7, 2002**

2. Name and address of receiving party(ies):

Name: **Wachovia Bank, National Association**

Internal Address: **Fourth Floor**

Street Address: **301 S. College Street**

City: **Charlotte** State: **NC** ZIP: **28288**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/164,371 76/164,370 76/164,369
76/164,043

B. Trademark Registration No.(s)

1,427,056

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Karl S. Sawyer, Jr.**

Internal Address: **Kennedy Covington Lobdell &**

Hickman, LLP

4200 Bank of America Corporate Center

Street Address: **100 N. Tryon St.**

City: **Charlotte** State: **NC** ZIP: **28202**

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ **\$140.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1215

DO NOT USE THIS SPACE

07/01/2002 BTM11 00000245 76164371

01 FC:481
02 FC:482

40.00 OP
100.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karl S. Sawyer, Jr.

Name of Person Signing

Signature

June 25, 2002

Date

7

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002535 FRAME: 0634

**THIRD AMENDED AND RESTATED ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DURATEK, INC., a Delaware corporation (f/k/a GTS Duratek, Inc.) (the "Assignor"), having its chief executive office at 10100 Old Columbia Road, Columbia, Maryland 21046, hereby assigns and grants to WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a FIRST UNION NATIONAL BANK (f/k/a First Union National Bank of Maryland)), a national banking association, as Collateral Agent (the "Assignee"), with offices at 301 South College Street, 4th Floor, Charlotte, North Carolina 28288-0735, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types or property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application of the Assignor, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Assignor, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto; and

(iii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or Schedule B hereto, applicable, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or Schedule B hereto, as applicable, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT shall have an effective date as of June 7th, 2002.

THIS ASSIGNMENT amends and restates that certain Second Amended and Restated Assignment of Security Interest in United States Patents and Trademarks dated June 8, 2000, made by the Assignor in favor of the Assignee which amended and restated that certain Amended and Restated Assignment of Security Interest in United States Patents and Trademarks dated February 1, 1999 made by the Assignor in favor of the Assignee, which amended and restated that certain Assignment of Security Interest in United States Patents and Trademarks dated April 17, 1997 made by the Assignor in favor of the Assignee.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Second Amended and Restated Security Agreement among the Assignor and the Assignee dated as of June 8, 2000, as amended, supplemented or modified from time to time (the "Security Agreement"). Capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Security Agreement.

2034269.04
LIB: CH

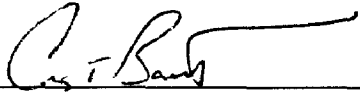
**TRADEMARK
REEL: 002535 FRAME: 0635**

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 24th day of May, 2002.

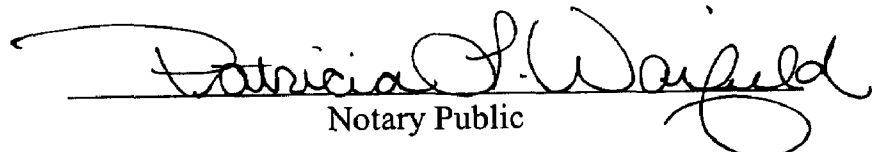
DURATEK, INC., (f/k/a GTS Duratek, Inc.), as Assignor

By: 
Name: CRAIG T. BARTLETT
Title: VP & TREASURER

STATE OF MARYLAND
COUNTY OF HOWARD

The foregoing instrument was acknowledged before me this 24th day of MAY, 2002 by CRAIG T. BARTLETT, as V.P. & TREASURER of DURATEK, INC., a Delaware corporation, on behalf of DURATEK, INC.

[NOTARY SEAL]


Notary Public
My commission expires: June 1, 2003

2034269.04
LIB: CH

[Assignment of Security Interest]

TRADEMARK
REEL: 002535 FRAME: 0637

WACHOVIA BANK, NATIONAL
ASSOCIATION (f/k/a FIRST UNION NATIONAL
BANK (f/k/a First Union National Bank of
Maryland)),
as Assignee

By: Helen F. Wessling
Name: Helen F. Wessling
Title: Director

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

The foregoing instrument was acknowledged before me this 11th day of JUNE,
2002 by HELEN F. WESSLING as DIRECTOR of WACHOVIA BANK,
NATIONAL ASSOCIATION, a national banking association, on behalf of WACHOVIA
BANK, NATIONAL ASSOCIATION.

[NOTARY SEAL]

Joanne G. Kruszewski
Notary Public

My commission expires:

NOTARIAL SEAL
JOANNE G. KRUSZEWSKI, Notary
City of Philadelphia, Phila. Coun
My Commission Expires March 4, 2006

NOTARIAL SEAL
JOANNE G. KRUSZEWSKI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 4, 2006

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

PATENT

PATENT NO.

ISSUE DATE

Apparatus for recirculating molten glass

5,868,814

02/09/99

PATENT APPLICATION

APPLICATION NO.

None.

2034269.04
LIB: CH

TRADEMARK
REEL: 002535 FRAME: 0639

SCHEDULE B

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK

REGISTRATION NO.

DURASIL

1,427,056

TRADEMARK APPLICATION

APPLICATION NO.

DURATEK

76/164,371

DURATEK (& Design)

76/164,370

DURATEK (& Design)

76/164,369

DURATEK

76/164,043

2034269.04
LIB: CH