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M.R.D.
1/11/99



100945609

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Metco Environmental, Inc. *1-11-99*
 122 Lyman Street
 Asheville, NC 28801

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Fleet Capital Corporation *as Agent*
 Internal Address: _____
 Street Address: 200 Glastonbury Boulevard
 City: Glastonbury State: CT ZIP: 06033

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 15, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
See Schedule A to Trademark Assignment of Security

B. Trademark registration No.(s)
See Schedule A to Trademark Assignment of Security

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Reserve Corp.
 Internal Address: _____
 Street Address: 400 Seventh St NW
Suite 101
 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

01/13/1999 DMGUYEN 00000163 1712557 DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 25.00 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

LOUKIA HARRIS *Loukia Harris* 1/4/98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 4

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated December 18, 1998, by and between METCO ENVIRONMENTAL, INC. and FLEET CAPITAL CORPORATION, as Agent.

<u>Registration No. or Application No.</u>	<u>Mark</u>	<u>Registration or Filing Date</u>
1,712,557	METCO ENVIRONMENTAL	09/01/92
1,712,375	METCO ENVIRONMENTAL	09/01/92

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Metco Environmental, Inc., a corporation formed under the laws of the State of Delaware ("Company"), having a principal place of business at 122 Lyman Street, Asheville, North Carolina 28801, has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Company is obligated to Agent and Lenders (each term as hereinafter defined), pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Company, TestAmerica Incorporated f/k/a Hydrologic, Inc., National Environmental Testing, Inc., Geotek Drilling Company, Inc., Specialized Assays, Inc., West Hazmat Drilling Corp., Fleet Capital Corporation ("Fleet"), the various financial institutions named therein as Lenders or which hereafter become a party thereto pursuant to the terms thereof (Fleet and such other financial institutions, collectively, "Lenders") and Fleet as administrative and collateral agent for Lenders and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof made by Company in favor of Agent for the ratable benefit of Lenders (as each may be amended, supplemented, restated or otherwise modified from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Company is granting to Agent for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Company does hereby assign and grant unto Agent for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Company expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: December 16, 1998

METCO ENVIRONMENTAL, INC.

Witness:

[Handwritten Signature]

By:

[Handwritten Signature]

Name: Thomas R. Barr

Title: Chairman of the Board of Directors

FLEET CAPITAL CORPORATION, as Agent

Witness:

[Handwritten Signature]

By:

[Handwritten Signature]

Name: Frank Galle

Title: Vice President