

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERM-Delaware, Inc.		12/08/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Scotland
Street Address:	Broad Street House
Internal Address:	55 Old Broad Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2P 2HL
Entity Type:	Financial Institution:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1443922	THE ERM GROUP
Registration Number:	1489700	ERM
Registration Number:	1803556	ERM
Registration Number:	1448877	ENVIROCLEAN
Registration Number:	1915446	ENVIROCLEAN
Registration Number:	2117264	ENVIROCLEAN
Registration Number:	2668447	ENLIT

CORRESPONDENCE DATA

Fax Number: (212)859-4000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: carrie.kingsley@friedfrank.com

Correspondent Name: Carrie B. Kingsley

Address Line 1: Fried Frank et al. LLP

Address Line 2: One New York Plaza

CH \$190.00 1443922

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:

30459-907

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Carrie B. Kingsley

Signature:

/cbk/

Date:

12/08/2005

Total Attachments: 6

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ERM-Delaware, Inc., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, EAGLE 1 Limited, a company incorporated in England and Wales (“**Company**”), entered into a credit facilities agreement dated October 28, 2005, (said facilities agreement, as amended, restated, novated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among *inter alia* the Company, the Original Borrowers as defined therein (the “**Borrowers**”), the Lenders as defined therein (the “**Facility Lenders**”), and The Governor and Company of the Bank of Scotland (“**BofS**”) as Arranger, Facility Agent and Security Agent, the Facility Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Original Borrowers; and

WHEREAS, the Original Borrowers may from time to time enter, or may from time to time have entered, into one or more Hedging Agreements (as defined in the Credit Agreement) with one or more Senior Lenders or their Affiliates (in such capacity, collectively, “**Hedging Lenders**”; together with the Facility Lenders, the “**Lenders**”) in accordance with the terms of Clause 27.29 (*Treasury Transactions*) of the Credit Agreement; and

WHEREAS, Grantor entered into the Credit Agreement pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Obligors under the Credit Agreement and the various other lending and finance documents governed thereby, including without limitation the obligation of the Original Borrowers to make payments thereunder in the event of early termination thereof;

WHEREAS, the obligations of the Original Borrowers under the Hedging Agreements, including without limitation the obligation to make payments thereunder in the event of early termination thereof, are included within the guarantee of obligations by each Grantor under the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, it is an undertaking of the Original Borrowers and the other Obligors (as defined in the Credit Agreement) and a condition precedent to further extensions of credit by the Lenders under the Credit Agreement that the Original Borrowers will procure and that Additional Grantors shall have granted the security interests and undertaken the obligations contemplated by this Agreement; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement dated as of October 28, 2005 among Eagle US, Inc., Secured Party and the other grantors named therein (as amended, supplemented or otherwise modified from time to time, the “**Security and Pledge Agreement**”), to which Grantor became a party thereto on December 8, 2005 pursuant to Section 22 thereof, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or

hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications (but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office) pertaining thereto, from time to time owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A as the same may be amended pursuant hereto from time to time) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A as the same may be amended pursuant hereto from time to time) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) including the right to sue for past, present and future infringements in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks, Trademark Registrations, Trademark Rights and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted

hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8 day of December, 2005.

ERM-DELAWARE, INC., as Grantor

By _____

Name: _____

Title: _____

**THE GOVERNOR AND
COMPANY OF THE BANK OF
SCOTLAND,** as Secured Party, as
Grantee

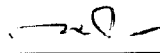
By JM Schaafsma

Name: J. SCHAAFSMA

Title: ASSOCIATE DIRECTOR.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8 day of December, 2005.

ERM-DELAWARE, INC., as Grantor

By 
Name: MARK PEARSON
Title: _____

**THE GOVERNOR AND
COMPANY OF THE BANK OF
SCOTLAND,** as Secured Party, as
Grantee

By _____
Name: _____
Title: _____

10/26/05 10:10 AM
The Bank of Scotland Signature Pad

Schedule A to Grant of Trademark Security Interest

THE ERM GROUP (stylized)	1,443,922	June 23, 1987
ERM	1,489,700	May 24, 1988
ERM & Design	1,803,556	November 9, 1993
ENVIROCLEAN (stylized)	1,448,877	July 21, 1987
ENVIROCLEAN	1,915,446	August 29, 1995
ENVIROCLEAN	2,117,264	December 2, 1997
ENLIT	2,668,447	December 31, 2002