

**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
Environmental Reclamation Services, LLC		11/12/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	GGC Finance Partnership, L.P., as Agent
Street Address:	1 Embarcadero Center, Suite 3900
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2562894	FUNDINGFACTORY
Registration Number:	2562893	FUNDING FACTORY
Registration Number:	2893983	ENVIRONMENTAL RECLAMATION SERVICES, INC.
Registration Number:	3008841	ENVIRONMENTAL RECLAMATION SERVICES, INC.
Registration Number:	2913859	
Serial Number:	85134728	MAX M X B BACK
Serial Number:	85132349	MAXBACK

**CORRESPONDENCE DATA**

Fax Number: (312)577-8816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312.577.8034  
 Email: oscar.ruiz@kattenlaw.com  
 Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
 Address Line 1: 525 West Monroe Street

**900182199**

**TRADEMARK  
 REEL: 004460 FRAME: 0039**

**CH \$190.00 2562894**

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-368

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 01/25/2011

**Total Attachments: 6**

source=Second Lien Trademark Security Agreement#page1.tif

source=Second Lien Trademark Security Agreement#page2.tif

source=Second Lien Trademark Security Agreement#page3.tif

source=Second Lien Trademark Security Agreement#page4.tif

source=Second Lien Trademark Security Agreement#page5.tif

source=Second Lien Trademark Security Agreement#page6.tif

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of November 12, 2010, is made by Environmental Reclamation Services, LLC, a Delaware limited liability company ("Grantor"), in favor of GGC Finance Partnership, L.P. ("GGC Finance"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 13, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, by joinder, Clover Transportation, LLC, Clover International Holdings LLC, Clover Technologies Group, LLC, GRC Acquisition Company, LLC, Clover Mechanical, LLC, CAU Acquisition Company, LLC, CAU Real Estate Company, LLC, Clover Ithaca Properties, LLC, Dataproducts USA LLC, Clover EU, LLC, Image Warehouse, LLC, Clover Canada Holdings, Inc., West Point Acquisition, LLC, by joinder, and Kendrick ERS (Preferred) Corp., by joinder (collectively, the "Borrowers"), Clover Technologies Group, LLC, as the Borrower Representative, the other Credit Parties party thereto, the Lenders from time to time party thereto and GGC Finance, as administrative agent (in such capacity, the "Agent") for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor, by joinder, is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due

(whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of Grantor (the "Trademark Collateral"):

1. all of its Trademarks (to the extent not constituting Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark 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. In the event of any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**ENVIRONMENTAL RECLAMATION  
SERVICES, LLC**, a Delaware limited  
liability company, as Grantor

By: 

Name: Daniel P. Ruhl

Title: Co-President

ACCEPTED AND AGREED  
as of the date first above written:

**GGC FINANCE PARTNERSHIP, L.P.,**  
as Agent

By: \_\_\_\_\_  
Name: Rob Stobo  
Its: Duly Authorized Signatory

SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Name</u>	<u>Owner</u>	<u>Type of Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FUNDINGFACTORY	Environmental Reclamation Services, LLC	Service Mark	2,562,894	April 23, 2002
Funding Factory & Design	Environmental Reclamation Services, LLC	Service Mark	2,562,893	April 23, 2002
Environmental Reclamation Services, Inc.	Environmental Reclamation Services, LLC	Service Mark	2,893,983	October 12, 2004
Environmental Reclamation Services, Inc. & Design	Environmental Reclamation Services, LLC	Service Mark	3,008,841	October 25, 2005
Aval-Dot design	Environmental Reclamation Services, LLC	Service Mark	2,913,859	December 21, 2004

2. TRADEMARK APPLICATIONS

<u>Name</u>	<u>Applicant</u>	<u>Serial Number</u>	<u>Filing Date</u>
MAXBACK & design	Environmental Reclamation Services, LLC	85134728	September 21, 2010
MAXBACK	Environmental Reclamation Services, LLC	85132349	September 17, 2010