

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
Thermo Fluids Inc.		04/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Collateral Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3642705	FEEL ECO-CONFIDENT	
Registration Number:	3590451	THERMO FLUIDS	
Registration Number:	3750421	GREEN SHIELD PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.209		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$90.00 3642705

900188906

TRADEMARK
 REEL: 004519 FRAME: 0126

Signature:	/sharon patterson/
Date:	04/11/2011
Total Attachments: 5 source=tm#page1.tif source=tm#page2.tif source=tm#page3.tif source=tm#page4.tif source=tm#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 4, 2011 is entered into by THERMO FLUIDS INC., a Delaware corporation (the "Grantor") and Madison Capital Funding LLC (as successor to The Royal Bank of Scotland plc), as Collateral Agent.

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of June 27, 2006 among the Grantor, certain of its affiliates and the Collateral Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor has granted a security interest to the Collateral Agent in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interests granted hereby are granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

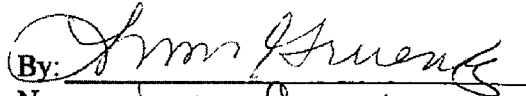
(v) Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

THERMO FLUIDS INC., as Grantor

By: 
Name: Lynn Swania
Title: TREAS / SECY

**MADISON CAPITAL FUNDING LLC, as the
Collateral Agent**

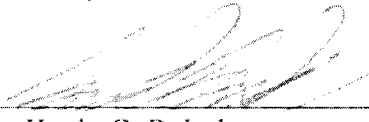
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

THERMO FLUIDS INC., as Grantor

By: _____
Name: _____
Title: _____

MADISON CAPITAL FUNDING LLC, as the
Collateral Agent

By:  _____
Name: Kevin C. Bolash
Title: Vice President

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens
FEEL ECO- CONFIDENT	3642705	June 23, 2009	Thermo Fluids, Inc.
THERMO FLUIDS	3590451	March 17, 2009	Thermo Fluids, Inc.
GREEN SHIELD PARTNERS	3750421	February 16, 2010	Thermo Fluids, Inc.

III. U.S. TRADEMARK APPLICATIONS