

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vidaris Holdings, LLC	FORMERLY Israel Berger & Associates, LLC	12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Vidaris, Inc.	FORMERLY Israel Berger & Associates, Inc.	12/31/2012	CORPORATION: NEW YORK
IBA Holdings, LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
Viridian Energy & Environmental, LLC		12/31/2012	LIMITED LIABILITY COMPANY: CONNECTICUT
Lucius Pitkin, Inc.		12/31/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company, as administrative agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77865081	VIDARIS
Serial Number:	85038667	IBAE ENERGY & BUILDING SCIENCES
Serial Number:	85038648	EMRLD
Registration Number:	2654960	ENSURING THE INTEGRITY OF TODAY'S STRUCTURES FOR TOMORROW'S WORLD

CORRESPONDENCE DATA

Fax Number: 3126095005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 312-609-7897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0038
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/03/2013

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of December, 2012 by (i) VIDARIS HOLDINGS, LLC, a Delaware limited liability company, f/k/a Israel Berger & Associates, LLC ("Vidaris Holdings"), VIDARIS, INC., a New York corporation, f/k/a Israel Berger & Associates, Inc. ("Vidaris"), IBA HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), VIRIDIAN ENERGY & ENVIRONMENTAL, LLC, a Connecticut limited liability company ("Viridian"), and (ii) immediately following the consummation of the Related Transaction, LUCIUS PITKIN, INC., a New York corporation ("Lucius"; together with Vidaris Holdings, Vidaris, Holdings and Viridian, collectively, the "Grantors" and each individually, a "Grantor") in favor of The PrivateBank and Trust Company, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Vidaris Holdings, Vidaris, and Lucius (individually and collectively referred to herein as, the "Company"), Administrative Agent and Lenders are parties to a certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Company by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors agreed to execute and deliver to Administrative Agent that certain Amended and Restated Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of the Grantors including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirm their prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantors' entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Restatement. This Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of December 15, 2010 by certain of the Grantors in favor of Administrative Agent (the "Original Security Agreement"). If there is any conflict or discrepancy between the provisions of the Original Security Agreement and this Agreement, the terms and provisions of this Agreement shall prevail. This Agreement shall constitute an amendment, restatement and/or reaffirmation, but not an extinguishment or termination, of the pledge and grant of a security interest in the Collateral by, and the covenants and obligations of, Grantors under the Original Security Agreement.

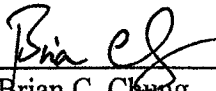
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(Signature Page to Amended and Restated Trademark Security Agreement)


IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:


VIDARIS HOLDINGS, LLC, a Delaware limited liability company, f/k/a Israel Berger & Associates, LLC

By: 
Brian C. Chung
Secretary

IBA HOLDINGS, LLC, a Delaware limited liability company

By: 
Brian C. Chung
Secretary

VIDARIS, INC., a New York corporation, f/k/a Israel Berger & Associates, Inc.

By: 
Brian C. Chung
Secretary

(Signature Page to Amended and Restated Trademark Security Agreement)

GRANTORS:

**VIRIDIAN ENERGY & ENVIRONMENTAL,
LLC, a Connecticut limited liability company**


By: 

Marc Weissbach
Chief Executive Officer and President

(Signature Page to Amended and Restated Trademark Security Agreement)

GRANTORS:

LUCIUS PITKIN, INC., a New York corporation

By: 

Brian C. Chung
Secretary

*intending and confirming by this signature to join
this Agreement as "Grantor" immediately following
the consummation of the Related Transaction*

(Signature Page to Amended and Restated Trademark Security Agreement)


Agreed and Accepted As of the Date
First Written Above

**THE PRIVATEBANK AND TRUST
COMPANY**

By: Matthew J. Gibbons
Matthew J. Gibbons
Managing Director

SCHEDULE A

TRADEMARK/SERVICEMARK REGISTRATIONS

Grantor	Mark	Country	Serial Number	Date of Registration
VIRIDIAN ENERGY & ENVIRONMENTAL, LLC	<p align="center">VIDARIS</p> <p align="center">VIDARIS</p>	US	77/865,081	January 10, 2012
VIDARIS HOLDINGS, LLC ¹	<p align="center">IBAE ENERGY & BUILDING SCIENCES</p>  <p align="center">IBAE ENERGY & BUILDING SCIENCES</p>	US	85/038,667	March 22, 2011
VIDARIS HOLDINGS, LLC ¹	<p align="center">EMRLD</p> <p align="center">EMRLD</p>	US	85/038,648	January 4, 2011
LUCIUS PITKIN, INC.	<p align="center">“Ensuring the Integrity of Today’s Structures for Tomorrow’s World”</p>	US	2,654,960	November 26, 2002