

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
NCM Contracting Group, LP		08/29/2013	LIMITED PARTNERSHIP:
NCM Demolition and Remediation, LP		08/29/2013	LIMITED PARTNERSHIP:

**RECEIVING PARTY DATA**

Name:	THL Corporate Finance, Inc.
Street Address:	100 Federal Street, 31st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3571792	RENU
Registration Number:	3456613	NUPRECON
Registration Number:	3279410	MARCOR ENVIRONMENTAL
Registration Number:	3188815	MARCOR
Registration Number:	3279409	MARCOR ENVIRONMENTAL

**CORRESPONDENCE DATA**

Fax Number:  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: dcassinelli@proskauer.com

Correspondent Name: Diane Cassinelli

Address Line 1: c/o Proskauer Rose LLP

Address Line 2: One Internatinal Palce

Address Line 4: Boston, MASSACHUSETTS 02110

CH \$140.00 3571792

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	73675/058
NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	08/30/2013
Total Attachments: 4 source=Trademark Security Agreement (Executed)#page1.tif source=Trademark Security Agreement (Executed)#page2.tif source=Trademark Security Agreement (Executed)#page3.tif source=Trademark Security Agreement (Executed)#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2013, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of THL CORPORATE FINANCE, INC., (“*THL Credit*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties (as defined in the Credit Agreement).

### WITNESSETH:

WHEREAS, NCM CONTRACTING GROUP, LP, a Delaware limited partnership (“*NCM Contracting*”), and NCM DEMOLITION AND REMEDIATION, LP, a Delaware limited partnership, together with NCM Contracting, “*Borrower*”), NCM GROUP HOLDINGS, LLC, a Delaware limited liability company (“*Parent*”), any Subsidiaries of Parent that are Guarantors or become Guarantors hereunder pursuant to Section 7.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and THL Credit, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “*Administrative Agent*”) and Collateral Agent (together with Administrative Agent, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement, dated as of August 29, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Collateral 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. Each 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 such Grantor, hereby grants to the Collateral 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 of such Grantor (the “*Trademark Collateral*”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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

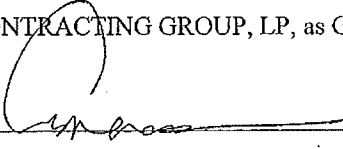
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

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 LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

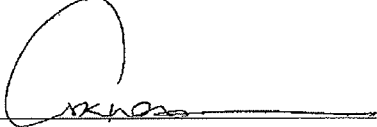
NCM CONTRACTING GROUP, LP, as Grantor

By:  \_\_\_\_\_

Name: Subhas Khara

Title: President

NCM DEMOLITION AND REMEDIATION, LP, as Grantor

By:  \_\_\_\_\_

Name: Subhas Khara

Title: President

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark	Application No.	Filing Date	Registration No.	Registered	Owner
RENU	77/465095	5/3/2008	3571792	2/10/2009	NCM Contracting Group, LP
NUPRECON	77/174187	5/7/2007	3456613	7/1/2008	NCM Contracting Group, LP
MARCOR ENVIRONMENTAL	78/640676	5/31/2005	3279410	8/14/2007	NCM Demolition and Remediation, LP
MARCOR	78/640562	5/31/2005	3188815	12/26/2006	NCM Demolition and Remediation, LP
MARCOR ENVIRONMENTAL	78/640645	5/31/2005	3279409	8/14/2007	NCM Demolition and Remediation, LP