

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ellicott Dredges, LLC		06/06/2014	LIMITED LIABILITY COMPANY:
Liquid Waste Technology, LLC		06/06/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	HSBC Bank USA, National Association
Street Address:	452 5th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3521803	COASTAL DRAGON
Registration Number:	0586574	DRAGON
Registration Number:	3560558	
Registration Number:	0687887	ELLICOTT DRAGON MODEL
Registration Number:	0586573	ELLICOTT
Registration Number:	3613178	JET DRAGON
Registration Number:	2924572	SANDMINER
Registration Number:	4011922	SANDMINER
Registration Number:	3499522	SWINGING-DRAGON
Registration Number:	1478297	VERSI-DREDGE
Registration Number:	2004302	IMS
Registration Number:	2243055	STARWHEEL
Registration Number:	2575930	TRASHCAT UNITED MARINE INTERNATIONAL
Registration Number:	2594201	WEEDCAT UNITED MARINE INTERNATIONAL
Registration Number:	3837663	M MUD CAT LIQUID WASTE TECHNOLOGY, LLC
Registration Number:	3837666	M MUD CAT LIQUID WASTE TECHNOLOGY, LLC
Registration Number:	4274671	LWT
Registration Number:	4271180	PIT HOG

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86013016	GARBAGEMASTER
Serial Number:	86012998	SOLIDSMMASTER
Registration Number:	4421855	WEEDMASTER

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: +1 212 549 0267
Email: AMansfield@ReedSmith.com
Correspondent Name: Abbey L. Mansfield
Address Line 1: 6309 Stoneham Lane
Address Line 4: McLean, VIRGINIA 22101

NAME OF SUBMITTER:	Aaron Spurlock
SIGNATURE:	/Aaron Spurlock/
DATE SIGNED:	06/06/2014

Total Attachments: 5
source=HSBC Ellicott - Trademark Security Agreement#page1.tif
source=HSBC Ellicott - Trademark Security Agreement#page2.tif
source=HSBC Ellicott - Trademark Security Agreement#page3.tif
source=HSBC Ellicott - Trademark Security Agreement#page4.tif
source=HSBC Ellicott - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 6, 2014, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors"), in favor of HSBC Bank USA, National Association (the "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, dated as of the date hereof (the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), among the grantors party thereto and the Secured Party, the Grantors are required to execute and deliver this Agreement.

Accordingly, the Grantors and the Secured Party agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a continuing security interest in all of such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) each Trademark, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States Trademark identified in Schedule A hereto).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under the Credit Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. 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 govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterpartys, 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. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method

for transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

ELLICOTT DREDGES, LLC

By: *P. A. Bove*
Name: *PETER A. BOVE*
Title: *President & chief executive officer*

LIQUID WASTE TECHNOLOGY, LLC

By: *P. A. Bove*
Name: *PETER A. BOVE*
Title: *President & chief executive officer*

Schedule A

List of Trade Names, Trademarks, Service Marks, Trademark and Service Mark Registrations and Applications For Trademark And Service Mark Registrations

OWNER	MARK	FILED DATE	SER. NO.	REG. DATE	REG. No.	STATUS
Ellicott Dredges, LLC	COASTAL DRAGON	07/02/2007	77/220,080	10/21/2008	3,521,803	Registered
Ellicott Dredges, LLC	DRAGON	05/05/1953	71/646,467	03/09/1954	0586,574	Registered
Ellicott Dredges, LLC	Dragon Design	05/29/2008	77/485,723	01/13/2009	3,560,558	Registered
Ellicott Dredges, LLC	ELLICOTT DRAGON MODEL & Design	09/24/1958	72/059,458	11/10/1959	0687,887	Registered
Ellicott Dredges, LLC	ELLICOTT	05/05/1953	71/646,466	03/09/1954	0586,573	Registered
Ellicott Dredges, LLC	JET DRAGON	08/08/2007	77/260,083	04/28/2009	3,613,178	Registered
Ellicott Dredges, LLC	SANDMINER	01/21/2004	78/354,861	02/01/2005	2,924,572	Registered
Ellicott Dredges, LLC	SANDMINER	01/17/2011	85/219,136	08/16/2011	4,011,922	Registered
Ellicott Dredges, LLC	SWINGING-DRAGON	10/04/2006	77/013,342	09/09/2008	3,499,522	Registered
Liquid Waste Technology, LLC	VERSI-DREDGE	11/28/1986	73/632,870	03/01/1988	1,478,297	Registered
Liquid Waste Technology, LLC	IMS & Design	09/25/1995	74/733,473	10/01/1996	2,004,302	Registered
Liquid Waste Technology, LLC	STARWHEEL	05/16/1996	75/106,208	05/04/1999	2,243,055	Registered
Liquid Waste Technology, LLC	TRASHCAT UNITED MARINE INTERNATIONAL & Design	05/22/2001	76/260,735	06/04/2002	2,575,930	Registered
Liquid Waste Technology, LLC	WEEDCAT UNITED MARINE INTERNATIONAL & Design	05/22/2001	76/260,734	07/16/2002	2,594,201	Registered
Liquid Waste Technology, LLC	MUD CAT LIQUID WASTE TECHNOLOGY, LLC & design	01/22/2010	77/917,644	08/24/2010	3,837,663	Registered
Liquid Waste Technology, LLC	MUD CAT LIQUID WASTE TECHNOLOGY, LLC & design	01/22/2010	77/917,675	08/24/2010	3,837,666	Registered
Liquid Waste Technology, LLC	LWT	04/18/2012	85/600,774	01/15/2013	4,274,671	Registered
Liquid Waste Technology, LLC	PIT HOG	04/18/2012	85/600,763	01/08/2013	4,271,180	Registered
Liquid Waste Technology, LLC	GARBAGEMASTE R	07/17/2013	86/013,016	N/A	N/A	Pending

OWNER	MARK	FILED DATE	SER. NO.	REG. DATE	REG. No.	STATUS
Liquid Waste Technology, LLC	SOLIDSMaster	07/17/2013	86/012,998	N/A	N/A	Pending
Liquid Waste Technology, LLC	WEEDMASTER	03/20/2013	85/881,837	10/22/2013	4,421,855	Registered