

09-12-2000

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027



101454306

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

8.10.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
6/8/2000

Conveying Party

Mark If additional names of conveying parties attached

Execution Date
Month Day Year

Name Chem-Nuclear Systems L.L.C.

6/8/2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other limited liability company
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark If additional names of receiving parties attached

Name First Union National Bank, as Collateral Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 201 South College

Address (line 2) Charlotte Plaza, CP-23

Address (line 3) Charlotte

North Carolina / USA

28288-0680

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization a national banking association

FOR OFFICE USE ONLY

09/11/2000 NTHAI1 00000230 1365620

01 FC:481
02 FC:482

40.00 OP
125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002132 FRAME: 0815

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(704) 331-7537

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1365620"/>	<input type="text" value="1472643"/>	<input type="text" value="1472639"/>
<input type="text" value="1472640"/>	<input type="text" value="1205743"/>	<input type="text" value="1755719"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Betty G. Smith

Betty G. Smith

6/8/2000

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CHEM-NUCLEAR SYSTEMS L.L.C., a Delaware limited liability company (the "Assignor"), having its chief executive office at 10100 Old Columbia Road, Columbia, Maryland 21046, hereby assigns and grants to FIRST UNION NATIONAL BANK, a national banking association, as Collateral Agent (the "Assignee"), with offices at 201 South College Street, Charlotte Plaza, CP-23, Charlotte, North Carolina 28288-0680, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types or property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application of the Assignor, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Assignor, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto; and

(iii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or Schedule B hereto, applicable, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or Schedule B hereto, as applicable, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT amends and restates that certain Amended and Restated Assignment of Security Interest in United States Patents and Trademarks dated February 1, 1999 made by the Assignor in favor of the Assignee which amended and restated that certain Assignment of Security Interest in United States Patents and Trademarks dated April 17, 1997 made by the Assignor in favor of the Assignee and shall have an effective date as of June 8, 2000.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Second Amended and Restated Security Agreement among the Assignor and the Assignee dated as June 8, 2000, as amended, supplemented or modified from time to time (the "Security Agreement"). Capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Security Agreement.

1808992.02
LIB: CH

**TRADEMARK
REEL: 002132 FRAME: 0817**

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the ^{8th} ~~25th~~ day of ~~May~~, 2000.
June

CHEM-NUCLEAR SYSTEMS L.L.C.,
as Assignor

By: Craig T. Bartlett
Name: Craig T. Bartlett
Title: TREASURER

STATE OF MARYLAND

COUNTY OF HARFORD

The foregoing instrument was acknowledged before me this 8th day of ~~May~~ ^{June}, 2000 by CRAIG T. BARTLETT, as TREASURER of CHEM-NUCLEAR SYSTEMS L.L.C., on behalf of CHEM-NUCLEAR SYSTEMS L.L.C.,

[NOTARY SEAL]

Richard Roney
Notary Public

My commission expires: 12/29/01

1808992.02
LIB: CH

[~~Second Amended and Restated~~ Assignment of Security Interest]
CB

TRADEMARK
REEL: 002132 FRAME: 0819

FIRST UNION NATIONAL BANK, as Assignee

By: Richard M. Schmersal
Name: Richard M. Schmersal
Title: Director

STATE OF MARYLAND

COUNTY OF HARFORD

The foregoing instrument was acknowledged before me this 8th day of ~~May~~ ^{June}, 2000 by RICHARD M. SCHMERSAL as DIRECTOR of FIRST UNION NATIONAL BANK, a national banking association, on behalf of FIRST UNION NATIONAL BANK.

[NOTARY SEAL]

Richard Ramsey
Notary Public

My commission expires: 12/29/01

[Assignment of Security Interest]

U.S. PATENTS

<u>Number</u>	<u>Date</u>	<u>Issue Title</u>	<u>Patent Holder</u>
5225114	July 6, 1993		Assignor
D274701	July 17, 1984		Assignor
5164151	November 17, 1992		Registered in the names of the individual inventors and has been assigned to Assignor
5585531	December 17, 1996		Registered in the names of the individual inventors and has been assigned to Assignor
5720878	February 24, 1998		Assignor

Assignor has filed a U.S. patent application for "a system and method for the removal of radioactive particulate from liquid waste." Patent Application Number-99,936.

PATENT LICENSES

None

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
OSSC	1,365,620	October 15, 1985

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

SERVICE MARKS

<u>Service Mark</u>	<u>Number</u>	<u>Registration Date</u>
ALPS	1,472,643	January 12, 1988
CNSI	1,472,639	January 12, 1988
Chem-Nuclear	1,472,640	January 12, 1988
Miscellaneous design	1,205,743	August 17, 1982

Chemical Waste Management Inc., Rust International, Inc., and CNS Holdings, Inc. will assign to GTS Duratek, Inc. all their rights in the name "Chem-Nuclear" and the marks related thereto which will include the Mark "Chem-Nuclear" registration number 1755719, dated March 2, 1993.