

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
EnergySolutions, LLC		06/07/2006	LIMITED LIABILITY COMPANY: UTAH
Manufacturing Sciences Corporation		06/07/2006	CORPORATION: COLORADO
BNG America LLC		06/07/2006	LIMITED LIABILITY COMPANY: DELAWARE
Chem-Nuclear Systems, L.L.C.		06/07/2006	LIMITED LIABILITY COMPANY: DELAWARE
Duratek, Inc.		06/07/2006	CORPORATION: DELAWARE
Duratek Services, Inc.		06/07/2006	CORPORATION: TENNESSEE
Infotek, Inc.		06/07/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc, as collateral agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10111
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2820898	ENVIROCARE
Registration Number:	1987013	
Registration Number:	1987012	"THE SAFE ALTERNATIVE"
Serial Number:	78539216	SAFE AND SECURE
Registration Number:	2294153	M
Serial Number:	78793108	ENERGYSOLUTIONS

CH \$640.00 2820898

Serial Number:	78793098	ENERGYSOLUTIONS
Serial Number:	78793088	WE'RE PART OF THE SOLUTION
Serial Number:	78444934	BNG AMERICA
Serial Number:	78868714	OSSC
Registration Number:	1755719	CHEM-NUCLEAR
Registration Number:	1472640	CHEM-NUCLEAR
Registration Number:	1472639	CNSI
Registration Number:	1472643	ALPS
Registration Number:	1365620	OSSC
Registration Number:	2589771	DURATEK
Registration Number:	2622097	DURATEK
Registration Number:	2602484	DURATEK
Registration Number:	2602480	DURATEK
Registration Number:	2276852	SPECIALIZED GENERATOR SERVICES
Registration Number:	1427056	DURASIL
Registration Number:	1395191	SAFESHOP
Registration Number:	1354637	SAFESTORE
Registration Number:	1293274	HYDRO NUCLEAR SERVICES
Serial Number:	78722605	DURA-SOLUTION

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	06/30/2006

Total Attachments: 12
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 13, 2005, amended and restated as of June 7, 2006, by ENERGYSOLUTIONS, LLC, a Utah limited liability company and the subsidiaries listed on Appendix I hereto, (each, a "Grantor" and, collectively the "Grantors"), in favor of CITICORP NORTH AMERICA, INC. (as successor in interest and assignee of CALYON NEW YORK BRANCH), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to (i) that certain Second Amended and Restated Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "EnergySolutions Credit Agreement") dated as of the date hereof by and among EnergySolutions LLC (f/k/a/ Envirocare of Utah, LLC) ("EnergySolutions"), the Collateral Agent, the other agents and the lenders from time to time party thereto (the "EnergySolutions Lenders"), the EnergySolutions Lenders agreed to make loans to, and issue Letters of Credit for the benefit of, the EnergySolutions Borrower and (ii) that certain Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Duratek Credit Agreement") and together with the EnergySolutions Credit Agreement, the "Credit Agreements") dated as of the date hereof among Dragon Merger Corporation (before the Merger, "Duratek"), Duratek, Inc. ("Target" and after the Merger, "Duratek" and together with EnergySolutions, the "Borrowers"), the Collateral Agent, the other agents and the lenders from time to time party thereto (the "Duratek Lenders" and together with the EnergySolutions Lender, the "Lenders"), the Duratek Lenders agreed to make loans for the benefit of the Duratek Borrower; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for itself and the benefit of Secured Parties, the Borrower's Security Agreement; and

WHEREAS, pursuant to the Borrower's Security Agreement and Subsidiary Security Agreement, each Grantor is required to execute and deliver this Agreement to the Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with the Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of each Grantor's Obligations under the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Collateral Agent, for itself and the benefit of Secured Parties, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): (a) all of its

trademarks and trademark licenses to which it is a party including, without limitation, those set forth on Exhibit A attached hereto; (b) all renewals or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future: (i) infringement or dilution of any trademark or trademark licensed under any trademark license, and (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for itself and the benefit of Secured Parties, pursuant to the Borrower's Security Agreement and Subsidiary Security Agreement, as applicable. Each Grantor hereby acknowledges and affirms 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 Borrower's Security Agreement or Subsidiary Security Agreement, as applicable, the terms and provisions of which are incorporated by reference herein as if set forth at length herein.

3. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

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

GRANTORS:

ENERGYSOLUTIONS, LLC

By: 
Steve Crummer
Title: President and Chief Executive
Officer

[Signatures continue on the following page]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ENG AMERICA LLC

By: 

Michael E. Steve Cooney
Title: President and Chief Executive
Officer

[signature continues on the following page]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

MANUFACTURING SCIENCES
CORPORATION

By: 
Name: David M. Brown, Jr.
Title: President

[signatures continue on the following page]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DURATEK, INC.

By: 

James J. Steve Crumpler
Title: Chief Executive Officer

[signature continues on the following page]


CHEM-NUCLEAR SYSTEMS, L.L.C.
DURATEK SERVICES, INC.

By: 
Name: James L. Everest II
Title: Vice President

[signatures continue on the following page]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

INFOTEK, INC.

By: 
Name: Jean I. Everest II
Title: Vice President

[signatures continue on the following page]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

CITICORP NORTH AMERICA, INC.

By: *Julie Pinsky*
Name: Julie Pinsky
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 003341 FRAME: 0033

Appendix I

<u>Subsidiary</u>	<u>State of Formation</u>
Manufacturing Sciences Corporation	Colorado
BNG America LLC	Delaware
Chem-Nuclear Systems, L.L.C.	Delaware
Duratek, Inc.	Delaware
Duratek Services, Inc.	Tennessee
Infotek, Inc.	Delaware

Exhibit A
to
Trademark Security Agreement

Trademark Registrations

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
EnergySolutions, LLC	2820898	ENVIROCARE
EnergySolutions, LLC	1987013	Company Logo
EnergySolutions, LLC	1987012	Company Slogan: "THE SAFE ALTERNATIVE"
EnergySolutions, LLC	78-539,216	SAFE AND SECURE Block letters
Manufacturing Sciences Corporation	2294153	M (stylized) and Design
EnergySolutions, LLC	78-793,108	ENERGYSOLUTIONS Block Letters
EnergySolutions, LLC	78-793,098	ENERGYSOLUTIONS and Design
EnergySolutions, LLC	78-793,088	WE'RE PART OF THE SOLUTION Block Letters
BNG America LLC	78-444,934	BNG AMERICA and Design
Chem-Nuclear Systems, L.L.C.	78-868,714	OSSC Block Letters
Chem-Nuclear Systems, L.L.C.	1735719	CHEM-NUCLEAR
Chem-Nuclear Systems, L.L.C.	1472640	CHEM-NUCLEAR
Chem-Nuclear Systems, L.L.C.	1472639	CNSI
Chem-Nuclear Systems, L.L.C.	1472643	ALPS
Chem-Nuclear Systems, L.L.C.	1365620	OSSC
Duratek, Inc.	2589771	DURATEK
Duratek, Inc.	2622097	DURATEK and Design
Duratek, Inc.	2602484	DURATEK and Design
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Duratek, Inc.	1427056	DURASIL
Duratek Services, Inc.	1395191	SAFESHOP and Design
Duratek Services, Inc.	1354637	SAFESTORE and Design
Duratek Services, Inc.	1293274	HYDRO NUCLEAR SERVICES and Design
Duratek Services, Inc.	14714	Certified Incinerable FRHAM, CI
Duratek Services, Inc.	001508497	C.I. Certified Incinerable FRHAM S.E.G.
GTS Infotek, Inc.	1043235	INFOTEK ASSOCIATE

Trademark Applications

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Duraack, Inc.	78-722,605	Dura-Solution

Trademark Licenses

None.