

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		05/29/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	EnergySolutions, LLC		
Street Address:	423 West 300 South		
Internal Address:	suite 200		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84101		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2820898	ENVIROCARE	
Registration Number:	3116267	SAFE AND SECURE	
Registration Number:	3445190	ENERGYSOLUTIONS	
Registration Number:	3445189	ENERGYSOLUTIONS	
Registration Number:	3314241	WE'RE PART OF THE SOLUTION	
Registration Number:	3645827	ENERGYSOLUTIONS ARENA	
Registration Number:	2622097	DURATEK	
Registration Number:	2276852	SPECIALIZED GENERATOR SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		

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ATTORNEY DOCKET NUMBER:	053173-0007
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	06/05/2014

Total Attachments: 5

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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST, dated as of May 29, 2014 (this “Release”), by JPMORGAN CHASE BANK, N.A., as Administrative Agent under the Existing Credit Agreement (as defined below), in favor of the Grantors. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Existing Credit Agreement, the Existing Guarantee and Collateral Agreement or the Existing Patent and Trademark Security Agreement, as applicable, referred to below.

Reference is made to (i) the Credit Agreement dated as of August 13, 2010 (as amended as of August 23, 2010, further amended as of February 15, 2013, further amended as of October 11, 2013 and further amended, restated, supplemented or otherwise modified prior to the date hereof, the “Existing Credit Agreement”), among EnergySolutions, Inc., (the “Parent”), EnergySolutions, LLC (the “Borrower”), the Lenders party thereto (the “Lenders”) and JPMorgan Chase Bank, N.A., as Administrative Agent (the “Administrative Agent”), (ii) the Guarantee and Collateral Agreement dated as of August 13, 2010 (as amended as of August 23, 2010 and amended, restated, supplemented or otherwise modified prior to the date hereof, the “Existing Guarantee and Collateral Agreement”), among the Parent, the Borrower, certain Subsidiaries from time to time party thereto and the Administrative Agent, and (iii) the Patent and Trademark Security Agreement dated as of August 13, 2010 (the “Existing Patent and Trademark Security Agreement”) among the Parent, the Borrower, Manufacturing Sciences Corporation, Duratek, Inc., Chem-Nuclear Systems, L.L.C., EnergySolutions Diversified Services, Inc. and EnergySolutions, Services, Inc. (as successor-in-interest to Duratek Services, Inc.) (collectively, the “Grantors”, and each, a “Grantor”) and the Administrative Agent ((ii) and (iii), together, the “Existing Security Agreements”).

WHEREAS, pursuant to the Existing Security Agreements, the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantors in certain intellectual property, including the trademarks of the Grantors set forth on Schedule A hereto (the “Trademarks”), which security interests were recorded with the United States Patent and Trademark Office on September 20, 2010 on Reel 004281, Frame 0213 and on November 18, 2011 on Reel 4663, Frame 0443.

WHEREAS, in connection with the payment in full of all Obligations of the Borrower and the Loan Parties, the termination in whole of the Commitments and the release of security interests under the Security Documents, the Administrative Agent, pursuant to Section 7.13 of the Existing Guarantee and Collateral Agreement and on behalf of the Secured Parties, hereby releases all right, title and interest granted to it, for the benefit of the Secured Parties, under the Existing Security Agreements in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Existing Patent and Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests it has in and against the Trademarks and (iii) reassigns all right, title and interest it may have in, to or under the Trademarks, together with the goodwill associated therewith, to the applicable Grantor.

The Administrative Agent shall take all further actions, and provide to any Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any Grantor to more fully and effectively effectuate the purposes of this Release at the expense of such Grantor.

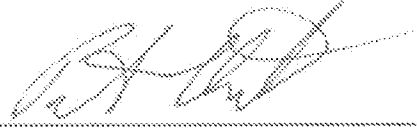
The execution and delivery of this Release and the performance of any actions by the Administrative Agent in accordance with this Release are made without representation or warranty by, or recourse to, the Administrative Agent or any other Secured Party.

**THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE
CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE
STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

By



Name: Peter Christensen

Title: Vice President

[Signature Page to Trademark Release]

Trademarks

U.S. Trademark Registrations

OWNER	FILING/APPL. DATE AND REGISTRATION DATE	REGISTRATION NUMBER	TRADEMARK
EnergySolutions, LLC	1/24/2003 & 3/09/2004	2820898	ENVIROCARE
EnergySolutions, LLC	12/28/2004 & 7/18/2006	3116267	SAFE AND SECURE Block letters
EnergySolutions, LLC	1/17/2006 & 6/10/2008	3445190	ENERGYSOLUTIONS Block Letters
EnergySolutions, LLC	1/17/2006 & 6/10/2008	3445189	ENERGYSOLUTIONS and Design
EnergySolutions, LLC	1/17/2006 & 6/10/2008	3314241	WE'RE PART OF THE SOLUTION Block Letters
EnergySolutions, LLC EnergySolutions, LLC	5/15/2008 & 6/30/2009	3,654,828 3,645,827	EnergySolutions Arena EnergySolutions Arena and Design
EnergySolutions, LLC	11/13/2000 & 9/17/2002	2,622,097	DURATEK and Design
EnergySolutions, LLC	11/18/1997 & 9/07/1999	2276852	SPECIALIZED GENERATOR SERVICES
BNFL, Inc. (Assigned to EnergySolutions, Inc.)	Unknown	3154883	BNG America & Design
Chem-Nuclear Systems, L.L.C.	2/20/1991 & 3/20/1993	1755719	CHEM-NUCLEAR
Chem-Nuclear Systems, L.L.C.	5/27/1987 & 1/12/1988	1472640	CHEM-NUCLEAR
Chem-Nuclear Systems, L.L.C.	5/27/1987 & 1/12/1988	1472643	ALPS
Chem-Nuclear Systems, L.L.C.	7/02/1984 & 10/15/1985	1365620	OSSC

OWNER	FILING/APPL. DATE AND REGISTRATION DATE	REGISTRATION NUMBER	TRADEMARK
Duratek, Inc.	11/13/2000 & 7/02/2002	2589771	DURATEK
Duratek, Inc.	11/13/2000 & 9/17/2002	2622097	DURATEK and Design
Duratek, Inc.	11/13/2000 & 7/30/2002	2602484	DURATEK and Design
Duratek, Inc.	11/13/2000 & 7/30/2002	2602480	DURATEK
Manufacturing Sciences Corporation	Unknown	2294153	M (stylized) and Design

U.S. Trademark Applications

None.