FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-24-1999

101126010

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

RECEIVED
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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

8-18-99

[X] New

[ ] Resubmission (Non-Recordation)
Document ID #

[ ] Correction of PTO Error
Reel # Frame #

[ ] Corrective Document
Reel # Frame #

Conveyance Type

[ ] Assignment [ ] License

[X] Security Agreement [ ] Nunc Pro Tunc Assignment

[ ] Merger

Effective Date
Month Day Year

[ ] Change of Name

[ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date
Month Day Year: 062499

Name: QST Environmental, Inc.

Formerly: Environmental Science & Engineering, Inc.

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Paribas

DBA/AKA/TA

Composed of

Address (line 1): 1200 Smith Street

Address (line 2): Suite 3100

Address (line 3): Houston (City) TX (State/Country) 77002 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: Banking organization

[ ] 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.)*

[X] Citizenship/State of Incorporation/Organization: France

FOR OFFICE USE ONLY

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08/23/1999 MTHAI1 00000268 75593335

01 FC:481 40.00 OP
02 FC:482 75.00 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

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 (202) 457-5210

Name: George M. Borababy

Address (line 1): Patton Boggs LLP

Address (line 2): 2550 M Street, N.W.

Address (line 3): Washington, D.C. 20037

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 15

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)		
75593335			1361053		
			2035010		
			2045453		

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 115.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 500709

Authorization to charge additional fees: Yes [X] 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.

George M. Borababy	George M. Borababy	8/13/99
Name of Person Signing	Signature	Date Signed

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made as of June 24, 1999 by and between **QST ENVIRONMENTAL INC.**, a Delaware corporation, having a mailing address at 8900 N. Industrial Rd., Peoria, Illinois 61615 and **PARIBAS**, a bank organized under the laws of France acting through its Houston, Texas agency, as Agent for the Lenders having a mailing address at 1200 Smith Street, Suite 3100, Houston, Texas 77002 or at such other place as the Agent shall designate in writing to the Company ("Agent").

BACKGROUND

Agent has entered into a Credit Agreement with **MACTEC, INC.**, a Colorado corporation (the "Borrower"), of even date herewith (the "Credit Agreement"), which provides for certain credit accommodations from Lenders to Borrower. In order to induce Lenders to provide the credit accommodations set forth in the Credit Agreement, Debtor agreed to execute and deliver to Agent, for the benefit of Lenders, this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed in connection with the Credit Agreement under which Agent, for the benefit of Lenders, is granted a lien on and security interest in the Trademarks, whereby Agent shall have the right to foreclose, subject to grace periods set forth therein, on the Trademarks in the event of the occurrence and continuance of an Event of Default under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises, Debtor and Agent hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Texas.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Excluded Property" means property encumbered by a Lien existing on the date of this Agreement which is listed on Schedule 8.04(a) of the Credit Agreement, but only if the security agreement which created such Lien provides that the granting of any additional Lien on such property constitutes a default under such security agreement.

"Licenses" shall mean the trademark license agreements of Debtor designated on Schedule I hereto, as any of the same may from time to time be amended or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Debtor from time to time with respect to any of the

Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Security Agreement" shall mean this Trademark Collateral Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the U.S. registered trademarks and pending applications referenced to in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Debtor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Debtor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Debtor hereby grants and conveys to Agent, for the benefit of Lenders, a security interest in and to the following property, but excluding the Excluded Property: (a) the entire right, title and interest of Debtor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Debtor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the goodwill of the business to which each of the Trademarks relates and (b) all of Debtor's right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all accounts, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Debtor to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the "Collateral."

3. Representations and Warranties. Debtor covenants and warrants that as of the date of this Security Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable except where a lack of subsistence or invalidity would not cause a Material Adverse Effect;

(b) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons expressly relating to such Trademarks), except for (a) the Licenses referred to in Schedule I attached hereto, (b) Permitted Liens, and (c) liens, charges and encumbrances not causing a Material Adverse Effect;

(c) Debtor has the corporate power and authority to enter into this Security Agreement and perform its terms;

(d) To the extent necessary to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Debtor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks except where such a lack of notice would not cause a Material Adverse Effect; and

(e) To the extent necessary to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Debtor has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks except where such an inconsistency would not cause a Material Adverse Effect.

4. Covenants. Debtor covenants and agrees with Agent that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Agent, Debtor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Debtor also hereby authorizes Agent to file any such financing or continuation statement without the signature of Debtor to the extent permitted by applicable law.

(b) Maintenance of Trademarks. If such action or omission would cause a Material Adverse Effect, Debtor will not do any act, or omit to do any act, that causes the Trademarks or any registration or application appurtenant thereto, to become abandoned, invalidated, unenforceable, avoided, avoidable, or otherwise substantially diminish in value. If the failure to do so would cause a Material Adverse Effect, Debtor shall take reasonable action at its expense, to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the

Licenses set forth in Schedule I to the extent necessary to prevent the abandonment, invalidation, unenforceability or avoidance of such licenses.

(c) Indemnification. (A) Debtor assumes all responsibility and liability arising from its use of the Trademarks, and Debtor hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Debtor's operations of its business from the use of the Trademarks except a claim, suit, loss, damage or expense from Agent's gross negligence or willful misconduct. (B) In any suit, proceeding or action brought by Agent under any License for any sum owing thereunder, or to enforce any provisions of such License, Debtor will indemnify and keep Agent harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder arising out of a breach of Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Debtor, and all such obligations of Debtor shall be and remain enforceable against and only against Debtor and shall not be enforceable against Agent unless attributable to the Agent's gross negligence or willful misconduct.

(d) Limitation of Liens on Collateral. Except for Permitted Liens, Debtor will not create, permit or suffer to exist any lien, security interest, encumbrance, claim or right, in or to the Collateral, and to any of Debtor's rights under the Licenses and to the Proceeds thereof unless such a lien, security interest, encumbrance, claim or right would not cause a Material Adverse Effect.

(e) Limitations on Modifications of Licenses. To the extent necessary to prevent the abandonment, invalidation, unenforceability or avoidance of any License, Debtor will not (i) amend, modify, terminate (other than in accordance with its terms) or waive any provision of any License in any manner, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) unless such amendment, modification, termination or failure to exercise would not cause a Material Adverse Effect.

(f) Limitation on Further Uses of Trademarks. Except for Permitted Liens, Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without written consent of Agent, unless such actions would not cause a Material Adverse Effect.

5. Agent's Appointment as Attorney-in-Fact.

(a) Debtor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Security Agreement, upon the occurrence and during the continuation of an Event of Default, to take any and all appropriate action and to execute any and all documents and

instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Debtor, to do the following:

(i) Upon the occurrence and during the continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Debtor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) Upon the occurrence and during the continuance of an Event of Default, to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral,

(iii) Upon the occurrence and during the continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may reasonably deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent reasonably deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Debtor might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Debtor further agrees to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Debtor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Debtor also authorizes Agent to execute, in connection with the sale provided for in paragraph 8(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

6. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Debtor is executing and delivering to Agent, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 5 hereof.

7. Performance by Agent of Debtor's Obligations. If Debtor fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Agent incurred in connection with such performance or compliance shall be payable by Debtor to Agent on demand and shall constitute Obligations secured hereby.

8. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Debtor under or in connection with any of the Collateral shall be held by Debtor in trust for Agent, shall be segregated from other funds of Debtor and shall forthwith upon receipt by Debtor, be turned over to Agent, in the same form as received by Debtor (duly endorsed by Debtor to Agent, if required); and

(ii) Any and all such payments so received by Agent (whether from Debtor or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations as provided in the Credit Agreement. Any balance of such payments held by Agent and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Agent may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code, including, without limitation, sale of the Collateral. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent is entitled. Debtor shall also be liable for the reasonable fees of any attorneys employed by Agent to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent with respect to the collection of any of the Obligations and the enforcement of any of Agent's respective rights hereunder.

9. Termination. At such time as the Obligations shall have been paid in full and the Credit Agreement is terminated, this Security Agreement shall terminate and Agent shall execute and deliver to Debtor all such releases, deeds, assignments and other instruments as may be

necessary or proper to re-vest in Debtor full title to and release any lien on the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Notices. Any notice to Agent shall be deemed to have been duly given when given under the Credit Agreement.

11. No Waiver. No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Cumulative Remedies. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties.

15. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties in accordance with the Credit Agreement.

16. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Texas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

WITNESS:

Elizabeth A. Mann

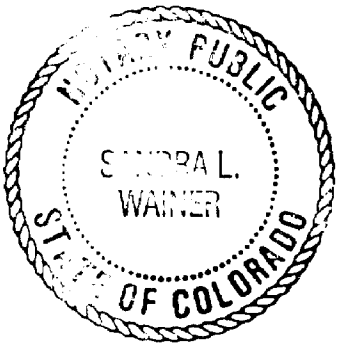
QST ENVIRONMENTAL INC.

By: _____

Title: President

STATE OF COLORADO)
: ss.:
COUNTY OF DENVER)

Before me, the undersigned, on this 24th day of June, 1999 personally appeared J. Michael Zika, to me known personally, and who being by me duly sworn, deposes and says that he is the Vice President of **QST ENVIRONMENTAL INC.**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.



My Comm. Expires 12/05/2002

Sandra L. Wainer
Notary Public
My Commission Expires: 12/05/02

9131.104: 84148.01
QST Trademark Collateral Security Agreement

dn-46867

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated as of June 24, 1999 by and between QST Environmental Inc. and Paribas.

Reg. No. or Application No.	Mark	Reg. or Filing Date
Service Marks		
*1,361,053	ESE	9/17/85
*2,045,453	ESE (expanded description of services)	3/18/97
*2,035,010	ESE (Design)	2/4/97
Trademark-Intent-to-Use		
Serial No. 75/593335	"TEMS"	11/23/98

* Held in the name of Environmental Science & Engineering, Inc., the former name of QST Environmental Inc.

SCHEDULE I

Schedule I to a Trademark Collateral Security Agreement dated as of June 24, 1999 by and between QST Environmental Inc. and Paribas.

None.

SCHEDULE II

SPECIAL POWER OF ATTORNEY

[MACTEC]

STATE OF COLORADO)
: ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that **QST ENVIRONMENTAL INC.**, a Delaware corporation having a mailing address at 8900 N. Industrial Rd., Peoria, Illinois, 61615, ("Debtor") pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes **PARIBAS**, having a mailing address at 1200 Smith Street, Suite 3100, Houston, Texas 77002, as Agent for certain lenders (hereinafter called the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. In accordance with the Security Agreement, assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the Trademarks listed on Schedule A of the Security Agreement, and including those Trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. In accordance with the Security Agreement, to execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Debtor and Agent and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

QST ENVIRONMENTAL INC.

By:_____
Title:_____
Date:_____

dn-46867

STATE OF COLORADO)
: ss.:
COUNTY OF DENVER)

On this 24th day of June, 1999 before me personally came J. Michael Zika to me known, who, being by me duly sworn, did depose and say that he is the Vice President of **QST Environmental Inc.**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

_____
Notary Public
My Commission Expires: 12/05/02

SPECIAL POWER OF ATTORNEY

[QST]

STATE OF COLORADO)
: ss.:
COUNTY OF Denver)

KNOW ALL MEN BY THESE PRESENTS, that **QST Environmental Inc.**, a Delaware corporation, having a mailing address at 8900 N. Industrial Rd., Peoria, IL 61615, pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes **PARIBAS**, having a mailing address at 1200 Smith Street, Suite 3100, Houston, Texas 77002, as Agent for certain lenders (hereinafter called the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. In accordance with the Security Agreement, assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those Trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. In accordance with the Security Agreement, to execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Borrower and Agent and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

QST ENVIRONMENTAL INC.

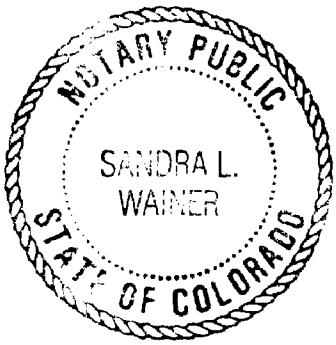
By: _____
Title: President
Date: 6/24/99

9131.104
QST Trademark Collateral Security Agreement
Special Power of Attorney

dn-46947

STATE OF COLORADO)
: ss.:
COUNTY OF DENVER)

On this 24th day of June, 1999 before me personally came J. Michael Zika, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of **QST Environmental Inc.**, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



My Comm. Expires 12/05/2002

Sandra L. Wainer
Notary Public
My Commission Expires: 12/05/02

9131.104
QST Trademark Collateral Security Agreement
Special Power of Attorney

dn-46947