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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

07-11-2000

CE file

OMB No. 7651-0011 (exp. 4/94)



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is attached original documents or copy thereof.

Tab settings

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

unbelt Plant Services, Inc. 11 Templeton Avenue Charlotte, NC 28203

06-07-2000

U.S. Patent & TMO/TM Mail RptDt. #51

and address of receiving party(ies)

Lloyds TSB Bank plc

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: June 1, 2000

Internal Address:

Street Address: P.O. Box 787, 4th Fl. 6-8 Eastcheap

City: Eastcheap State: London ZIP: EC3M1AE

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(see attached)

Additional numbers attached? Yes No

TRADEMARK OFFICE RECEIVED JUN - 1 P 3 10

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Clifford Chance Rogers & Wells

Internal Address: Patricia Del Rio

Street Address: 200 Park Avenue

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

City: NY State: NY ZIP: 10166

01 FC:481 40.00 OP 02 FC:482 25.00 OP

DO NOT USE THIS SPACE

9. 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.

B. April Brady Name of Person Signing

Signature

6/6/00 Date

Total number of pages including cover sheet, attachments and document: 5

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

TRADEMARK REEL: 002098 FRAME: 0765

# SUPPLEMENT TO SECURITY AGREEMENT

## (TRADEMARKS)

**WHEREAS**, SUNBELT PLANT SERVICES, INC., a Georgia corporation (herein referred to as "**Debtor**"), having an address at 611 Templeton Avenue, Charlotte, North Carolina 28203, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**");

**WHEREAS**, Lloyds TSB Bank plc as Security Agent, Lloyds TSB Bank plc as Senior Agent, Salomon Brothers International Limited as Arranger, the Senior Lenders, the Hedge Counterparties, the Bilateral Lenders, the Subordinated Noteholder, the Borrowers, the Intra-Group Borrowers, the Intra-Group Lenders and the Obligors (each as defined therein) have entered into an Intercreditor Deed dated June 1, 2000 (as such agreement may be modified, supplemented, amended as restated from time to time (the "**Intercreditor Deed**") and pursuant to Intercreditor Deed, the Security Agent has been appointed and is serving as trustee for the Secured Beneficiaries;

**WHEREAS**, Debtor has entered into a Security Agreement (said Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Security Agent; and

**WHEREAS**, pursuant to the Security Agreement, Debtor has granted to Security Agent a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Debtor against third parties for infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

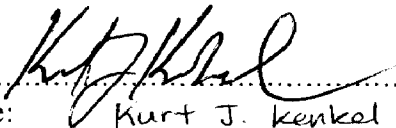
**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to Security Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Agent's address is P.O. Box 787, 4<sup>th</sup> Floor, 6-8 Eastcheap, London EC3M 1AE.

**IN WITNESS WHEREOF**, Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of June 1, 2000.

**SUNBELT PLANT SERVICES, INC.**

By:   
Name: Kurt J. Kenkel  
Title: Vice President

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 1<sup>ST</sup> day of June, 2000, before me personally appeared Kurt J. Kenkel, to me known, who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_ and that he/she is Vice President of Debtor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

  
\_\_\_\_\_  
Notary Public

CARLA BROGOCH  
Notary Public, State of New York  
No. 01876031206  
Qualified in New York County  
Commission Expires Sept. 27, 2001

Schedule 2-A to the SUPPLEMENT TO SECURITY AGREEMENT

TRADEMARKS

| Trademark                               | Registration Date | Registration No./Serial Number |
|---|-------------------|--------------------------------|
| BPS Equipment Rental & Sales and Design | 03/26/1996        | 1,963978                       |
| Aggregate Equipment & Supply and Design | 12/21/1999        | 2,302112                       |