

03-16-2001



RE 101635985 ET

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 Effective Date
Month Day Year
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

03 2001

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ 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.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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: 002252 FRAME: 0213

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 407/419-8558

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.

#

4

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)

76090925

75594422

2299868

1303246

1304272

Number of Properties

Enter the total number of properties involved.

#

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

140.00

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

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

Deposit Account Number:

#

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.

Charles T. Brumback, Jr.

Charles T. Brumback, Jr.

3/14/01

Name of Person Signing

Signature

Date Signed

COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment") made and entered into as of the 12th day of March, 2001 by and between **HANDEX ENVIRONMENTAL, INC.**, a Delaware corporation, of 30941 Suneagle Drive, P.O. Box 1579, Mt. Dora, Florida 32757 (the "Assignor"), and **SUNTRUST BANK**, a Georgia corporation, of P.O. Box 3833, Orlando, Florida 32802-3833 (the "Assignee").

RECITALS:

WHEREAS, the Assignor is the owner of certain Trademarks as hereinafter described; and

WHEREAS, the Assignor, Assignor's parent Handex Holdings, Inc. and the subsidiaries of Assignor (collectively, the "Borrowers") and the Assignee have entered into that certain Amended and Restated Loan Agreement of even date herewith (the "Loan Agreement", the capitalized terms used but not defined herein having the meaning given to such terms in the Loan Agreement) pursuant to which Assignee has agreed to extend a revolving line of credit loan in the maximum aggregate principal amount of \$16,000,000.00 (the "Revolving Loan"), a term loan in the principal amount of \$1,500,000.00 (the "Real Estate Loan") and a term loan in the principal amount of \$2,500,000.00 (the "Equipment Loan" and collectively with the Revolving Loan and the Real Estate Loan, the "Loans") to the Borrowers for the purposes set forth therein; and

WHEREAS, it is a condition to the Assignee's agreement to extend the Loans that the Assignor enter into this Assignment, collaterally assigning the Trademarks to the Assignee as security for the Loans.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TRADEMARKS**. The Assignor is the owner of the following trademarks and applications for trademarks now registered or filed in the United States Patent and Trademark Office (the "Trademarks"):

- (a) Logo of Handex (words and design), U.S. Registration No. 2299868;
- (b) Logo of Handex (words and design), U.S. Registration No. 1303246;
- (c) "Handex" (words only), U.S. Registration No. 1304272;
- (d) "Vexrat" (words only), U.S. Application Serial Number 76090935; and
- (e) "Site Explorer" (words only), U.S. Application Serial Number 75594422.

{OR370601;3}

2. **ASSIGNMENT OF TRADEMARKS.** To secure the payment of the Loans and all other Obligations of the Assignor to the Assignee, the Assignor does hereby assign to the Assignee a security interest in all its right, title and interest in and to the Trademarks and said registrations therefor, and all amendments, modifications or replacements thereof, and all income, royalties, damages and payments now and hereafter due and/or payable thereunder, including, without limitation, damages and payments for past or future infringements thereof, together with the goodwill of the business symbolized by said Trademarks and the registrations thereof.

3. **COLLATERAL SECURITY.** This Assignment is made as collateral security for the payment of the Loans and any other Obligations of Assignor to Assignee pursuant to the Loan Agreement and the other documents executed in connection therewith. In the event said Loans and other Obligations are fully paid and satisfied, cancelled and released, then the releasing of said Loans and Obligations shall constitute a satisfaction, cancellation and release hereof and Assignee shall thereupon cause a release of this Collateral Assignment to be recorded in the United States Patent and Trademark Office. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers herein conferred upon it until an Event of Default shall occur.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of any rights or privileges granted hereunder shall be construed as a waiver by the Assignee or its successors or assigns of the right to enforce the Obligations in strict accordance with the terms and provisions thereof, for which this Assignment is given as security.

4. **IRREVOCABILITY OF ASSIGNMENT.** The assignment effected by this Assignment is irrevocable and may not be revoked or otherwise modified without the prior written consent of the Assignee.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** The Assignor does hereby represent and warrant to and covenant with the Assignee as follows:

(a) That the Assignor is the absolute owner of the Trademarks free and clear of all liens and security interests whatsoever except the interest granted to the Assignee by this Assignment and no person or persons other than the Assignee has any type of interest, claim or lien whatsoever upon, in or to the Trademarks, and during the term of this Assignment the Assignor shall not grant to any other person besides the Assignee any interest whatsoever in the Trademarks;

(b) That the Assignor will defend the Trademarks against the claims and demands of all persons at any time claiming the same or any interest therein; and

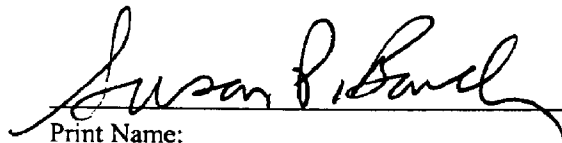
(c) That by virtue of this Assignment and the registration of such Assignment with the United States Patent and Trademark Office, the Assignee has a valid, enforceable, perfected and first priority security interest in the Trademarks.

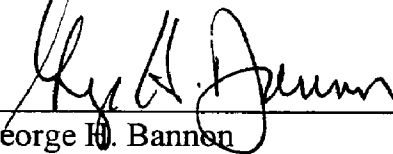
All of the foregoing representations, warranties and covenants shall be true and correct throughout the term of this Assignment.

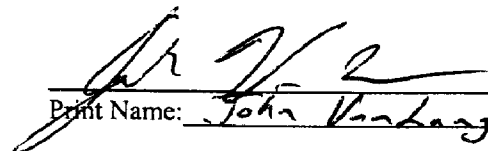
IN WITNESS WHEREOF, the Assignor and the Assignee have each executed this Collateral Assignment of Franchise Agreement as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

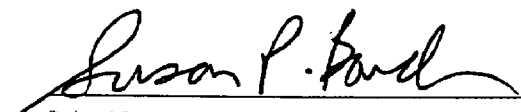
HANDEX ENVIRONMENTAL, INC.



Print Name: _____
SUSAN P. BARCH

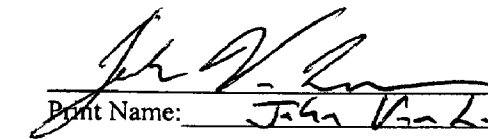
By: 
George H. Bannon
President


Print Name: _____
John VanLengen

SUNTRUST BANK


Print Name: _____
SUSAN P. BARCH

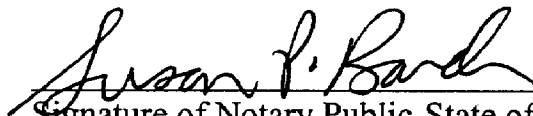
By: 
Paul H. Richards,
First Vice President


Print Name: _____
John VanLengen

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of March, 2001, by George H. Bannon, as the President of Handex Environmental, Inc., a Delaware corporation, on behalf of the corporation.



Signature of Notary Public-State of Florida

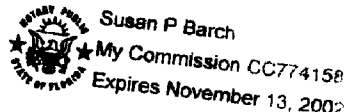
SUSAN P. BARCH

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known or Produced Identification X

Type of Identification: FL d.i.

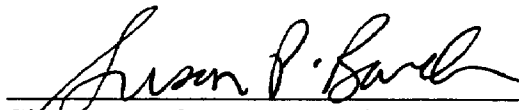
(NOTARIAL SEAL)



STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of March, 2001, by Paul H. Richards, as a First Vice President of SunTrust Bank, a Georgia corporation, on behalf of the corporation.



Signature of Notary Public-State of Florida

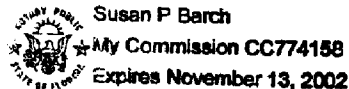
SUSAN P. BARCH

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known X or Produced Identification

Type of Identification:

(NOTARIAL SEAL)



AKERMAN SENTERFITT

ATTORNEYS AT LAW

CITRUS CENTER

255 SOUTH ORANGE AVENUE

POST OFFICE BOX 231

ORLANDO, FLORIDA 32802-0231

PHONE (407) 843-7860 • FAX (407) 843-6610

<http://www.akerman.com>

March 14, 2001

VIA FEDERAL EXPRESS

U.S. Commissioner of Patents and
Trademarks
Attention: Customer Services Division
Crystal Gateway 4
Third Floor
1213 Jefferson Davis Highway
Arlington, Virginia 22202

Re: Assignment of Various Trademarks and Trademark Registrations Owned by
Handex Environmental, Inc.

Dear Sir:

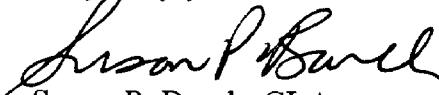
Enclosed please find the following items:

1. True copy of executed Collateral Assignment of Trademarks;
2. Recordation Form Cover Sheet; and
3. Check for \$165.00 covering the filing fee.

Please record the above assignment in the Office of the Commissioner of Patents and Trademarks and please provide us with a receipt for the filing.

Should you have any questions, please advise. Thank you for your attention to this matter.

Very truly yours,



Susan P. Barch, CLA

Certified Legal Assistant

/spb

Enclosures

cc: Charles T. Brumback, Jr., Esq. (w/o enc.)

OR375332;1

AKERMAN, SENTERFITT & EIDSON, P.A.

FORT LAUDERDALE • JACKSONVILLE • MIAMI • TALLAHASSEE • TAMPA

WEST PALM BEACH

RECORDED: 03/16/2001

TRADEMARK
REEL: 002252 FRAME: 0219