

03-22-2001



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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

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

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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  RECEIVED  
2001 MAR 22 AM 9:15  
ASSIGNMENT SERVICES  
DIVISION

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: 002255 FRAME: 0686

**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

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.

#

**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)**

<input type="text" value="76090935"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75594422"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2299868"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1303246"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1304272"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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

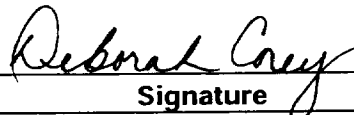
No

**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.

Deborah D. Corey

Name of Person Signing



Signature

3/21/01

Date Signed

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS IS SUBJECT TO THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF THE DATE HEREOF, AMONG HANDEX ENVIRONMENTAL, INC., SUNTRUST BANKS, INC. AND SUNTRUST BANK, AS AMENDED FROM TIME TO TIME.

## COLLATERAL ASSIGNMENT OF TRADEMARKS

**THIS COLLATERAL ASSIGNMENT OF TRADEMARKS** (the "Assignment") made and entered into as of the 9<sup>th</sup> 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 BANKS, INC.**, a Georgia corporation, of 303 Peachtree Street, 25<sup>th</sup> Floor, Atlanta, GA 30308 (the "Assignee").

### **RECITALS:**

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

**WHEREAS**, the Assignor, Assignor's parent Handex Holdings, Inc. ("Holdings") and the Assignee have entered into that certain Subordinated Note and Warrant Purchase Agreement dated as of even date herewith (the "Purchase Agreement", the capitalized terms used but not defined herein having the meaning given to such terms in the Purchase Agreement) pursuant to which Assignee has agreed to make up to a \$5,000,000 subordinated debt investment in the Assignor on the terms and subject to the conditions set forth therein; and

**WHEREAS**, it is a condition to the Assignee's agreement to make an investment in the Assignor that 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.

2. **ASSIGNMENT OF TRADEMARKS.** To secure the payment of the Notes 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 Notes and any other Obligations of Assignor to Assignee pursuant to the Purchase Agreement and the other documents executed in connection therewith. In the event said Notes and other Obligations are fully paid and satisfied, cancelled and released, then the releasing of said Notes 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 security interest in the Trademarks.

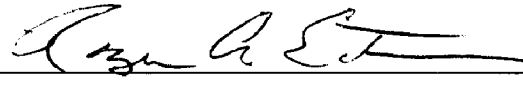
All of the foregoing representations, warranties and covenants shall be true and correct throughout the term of this Assignment.


[Remainder of page intentionally left blank]


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

Signed, sealed and delivered  
in the presence of:

**HANDEX ENVIRONMENTAL, INC.**

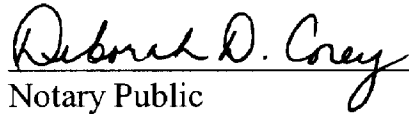
  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

By:   
\_\_\_\_\_  
George H. Bannon  
President

  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF GEORGIA        )  
                                  ) ss.:  
COUNTY OF FULTON     )

On the 9<sup>th</sup> day of March, 2001 before me personally came George H. Bannon, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of Handex Environmental, Inc., who being by me duly sworn, did depose and say that he is the President of Handex Environmental, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

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

[NOTARIAL SEAL]



SUNTRUST BANKS, INC.  
as Assignee

By: Robert L. Dudiak  
Name: Robert L. Dudiak  
Title: Group Vice President

STATE OF GEORGIA                    )  
                                                  ) ss.:  
COUNTY OF FULTON                )

On the 9<sup>th</sup> day of March, 2001 before me personally came Donald T. Heroman, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Treasurer of SunTrust Banks, Inc., who being by me duly sworn, did depose and say that he is the Treasurer of SunTrust Banks, Inc., that the said instrument was signed on behalf of said corporation in its capacity as Purchaser under the Subordinated Security Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Purchaser under the Subordinated Security Agreement.

Chung J. Lee  
Notary Public

My Commission Expires: 01-04-04

\_\_\_\_\_

[Notarial Seal]

# KING & SPALDING

191 PEACHTREE STREET  
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**DIRECT DIAL:**

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dcorey@kslaw.com

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[www.kslaw.com](http://www.kslaw.com)

March 21, 2001

**VIA UPS**

Director of U.S. Patents and Trademarks  
Crystal Gateway 4, Suite 300  
1213 Jefferson Davis Highway  
Arlington, Virginia 22202

**Re: Handex Environmental, Inc.  
K&S Client Matter #50658.015015**

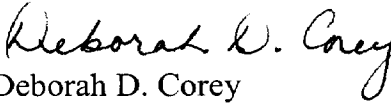
Dear Sir or Madam:

Enclosed please find the following:

1. Trademark Recordation Cover Sheet accompanied by a Collateral Assignment of Trademarks dated as of March 9, 2001, by Handex Environmental, Inc. in favor of SunTrust Banks, Inc.;
2. King & Spalding's check covering filing fees in the amount of \$140.00 payable to the U.S. Patent & Trademark Office;
3. a self-addressed, stamped post card for acknowledgement of receipt.

Please provide me with confirmation that these documents have been received. Thank you for your assistance in this matter.

Very truly yours,

  
Deborah D. Corey  
Legal Assistant

Enclosures

cc: Hector E. Llorens, Esq. (w/o encls.)  
W. Todd Holleman, Esq. (w/o encls.)

1730 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, DC 20006-4706  
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FACSIMILE: 202/626-3737

1185 AVENUE OF THE AMERICAS  
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1100 LOUISIANA STREET, SUITE 3300  
HOUSTON, TX 77002-5219  
TELEPHONE: 713/751-3200  
FACSIMILE: 713/751-3290

**RECORDED: 03/22/2001**

**TRADEMARK**  
**REEL: 002255 FRAME: 0693**