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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Personnel Hygiene Services Limited**

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other Limited Liability Company formed under the laws of England and Wales

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

3. Nature of conveyance:

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

Execution Date: June 29, 2001

2. Name and address of receiving party(ies):

Name: The Governor and Company of the Bank of Scotland
 Internal Address: _____
 Street Address: 55 Old Broad Street, 2nd Floor
 City, Country: London EC2P 2HL

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Organization formed under a specific act of Scottish Parliament in 1695

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

(Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,033,361 ; 1,659,117
1,690,515**

Additional numbers attached? Yes No

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

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Robyn Greenberg, Esq.
Name of Person Signing

Robyn Greenberg
Signature

11/3/02
Date

Total number of pages comprising cover sheet: 5

01/04/2002 JJM/LAH2 00000020 2033361

01 FC:481
02 FC:482

40.00 DP
50.00 DP

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

TRADEMARK
REEL: 002418 FRAME: 0622

DOMESTIC REPRESENTATIVE DESIGNATION

The Governor and Company of The Bank of Scotland as Security Trustees hereby appoints Alison J. Winick, Lori E. Lesser and Kerry L. Konrad, members of the Bar of the State of New York, whose address is SIMPSON THACHER & BARTLETT, 425 Lexington Avenue, New York, NY 10017-3954, its domestic representatives under 37 C.F.R. §2.24, on whom may be served notice or process in proceedings affecting this matter.

DATE: 12th November 2001.

FOR AND ON BEHALF of The Governor and Company of The Bank of Scotland, 2nd Floor, 55 Old Broad Street, London EC2P 2HL

BY: David Mulligan

NAME: DAVID MULLIGAN

TITLE: DIRECTOR OF SYNDICATORS.

**GRANT OF SECURITY
INTEREST IN TRADE MARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADE MARK RIGHTS ("Agreement") dated as of 29th June 2001 is made by **PERSONNEL HYGIENE SERVICES LIMITED** ("the Charging Company"), in favour of **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND** (the "Security Trustee"). Capitalised terms shall have the meanings ascribed to them in the Facilities Agreement and the Guarantee and Debenture, both of which are defined below.

WITNESSETH

WHEREAS, pursuant to the Facilities Agreement, dated on or about June 7, 2001 among PHS Group plc ("PHS") and Security Trustee (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement") the Security Trustee agreed to make available loan Facilities to PHS upon the terms and subject to the conditions set forth therein; and

WHEREAS in connection with the Facilities Agreement, PHS and its subsidiary: the Charging Company and other certain subsidiaries of PHS, executed and delivered a Guarantee and Debenture dated as of June 29, 2001, in favour of Security Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Debenture");

WHEREAS pursuant to the Guarantee and Debenture, Charging Company pledged and granted to the Security Trustee a continuing security interest in all Intellectual Property Rights, including the Trade Marks but excluding (but only to the extent that for so long as it is not capable of being validly secured by way of fixed charge or continuing security interest) the benefit of and present or future agreement or licence relating to such rights; and

WHEREAS Charging Company has duly authorised the execution, delivery and performance of this Agreement.

NOW THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Security Trustee to make loan Facilities and other financial accommodations to PHS pursuant to the Facilities Agreement, Charging Company agrees, for the benefit of the Security Trustee, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Facilities Agreement and the Guarantee and Debenture.

Grant of Security Interest. Charging Company hereby pledges and grants a continuing security interest in and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default, assigns, transfers and conveys the Trade Marks (including, without limitation, those items listed on Schedule A hereto), to the Security Trustee to secure repayment of PHS's Borrowings, performance and observance of their obligations.

Purpose. This Agreement has been executed and delivered by the Charging Company for the purpose of recording the grant of security interest herein with the United States Patent and Trade Mark Office. The security interest granted hereby has been granted to the Security Trustee in

TRADEMARK

REEL: 002418 FRAME: 0624

connection with the Guarantee and Debenture and is expressly subject to the terms and conditions thereof. The Guarantee and Debenture (and all rights and remedies of the Security Trustee thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgement. Charging Company does hereby further acknowledge and affirm that the rights and remedies of the Security Trustee with respect to the security interest in the Trade Marks granted hereby are more fully set forth in the Guarantee and Debenture, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorised as of the day and year first above written.

For and on behalf of
PERSONNEL HYGIENE SERVICES LIMITED

By: 

Name: KEITH BLAND

Title: GROUP FINANCE DIRECTOR

For and on behalf of
**THE GOVERNOR AND COMPANY OF THE BANK
OF SCOTLAND**

By: 

Name: DAVID MULLIGAN

Title: DIRECTOR OF SYNDICATIONS.

SCHEDULE A
US TRADE MARK REGISTRATIONS

Trade Mark	Registration or Serial Number	Status	Owner
PHS	2,033,361	Registered	Personal Hygiene Services Limited
PHS	1,659,117	Registered	Personal Hygiene Services Limited
PHS PERSONNEL HYGIENE SERVICES	1,690,515	Registered	Personal Hygiene Services Limited