

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Site Services, Inc.		06/19/2003	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 N. LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number
Serial Number:	76077017
Registration Number:	2489123
Registration Number:	2270111

CORRESPONDENCE DATA

Fax Number: (312)863-7865

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865

Email: Sharon.Patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson

Address Line 1: 55 E. Monroe St., Ste. 3700

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.059
NAME OF SUBMITTER:	Sharon Patterson
Total Attachments: 4 source=united_s#page1.tif source=united_s#page2.tif source=united_s#page3.tif source=united_s#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 19th day of June, 2003, by United Site Services, Inc., a Massachusetts corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Grantee and certain other persons (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

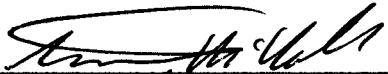
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

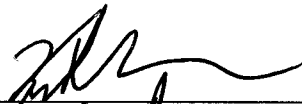
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

UNITED SITE SERVICES, INC.

By 
Its President

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By 
Its Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Trademark Number</u>	<u>Registration Date</u>
United Site Services (Words Only)	2489123	9/11/01
Color yellow (as applied to portable toilets)	2270111	8/17/99

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
United Site Services (Words and Design)	76-077017	6/21/00