

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philip Chemi-Solv, Inc.		12/15/2000	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	PSC INDUSTRIAL OUTSOURCING, INC.
Street Address:	5151 San Felipe
Internal Address:	Suite 1600
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1	
Property Type	Number
Registration Number:	1710998

CORRESPONDENCE DATA

Fax Number: (713)951-3314
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-951-3300
 Email: kkennedy@jenkens.com
 Correspondent Name: John R. Kirk
 Address Line 1: 1401 McKinney
 Address Line 2: Suite 2700
 Address Line 4: Houston, TEXAS 77010-3043

ATTORNEY DOCKET NUMBER:	23172-00003
NAME OF SUBMITTER:	John R. Kirk

Total Attachments: 6
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The State of Texas

SECRETARY OF STATE

CERTIFICATE OF MERGER

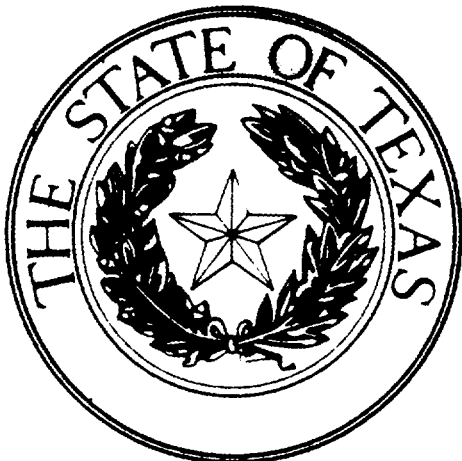
The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

PHILIP CHEMI-SOLV, INC.
a Texas corporation
with
PSC INDUSTRIAL OUTSOURCING, INC.
a Delaware no permit entity

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Filed December 20, 2000

Effective January 1, 2001 12:01 p.m.



Elton Bomer
Secretary of State

TRADEMARK
REEL: 002698 FRAME: 0960

ARTICLES OF MERGER
(plan attached)
of

PHILIP CHEMI-SOLV, INC.

into

PSC INDUSTRIAL OUTSOURCING, INC.

FILED
In the Office of the
Secretary of State of Texas
DEC 20 2000
CORPORATIONS SECTION

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the undersigned corporations adopt the following Articles of Merger.

A Plan and Agreement of Merger (the "Plan") has been adopted in accordance with the provisions of Article 5.03 of the Texas Business Corporation Act providing for the merger of PHILIP CHEMI-SOLV, INC. and PSC INDUSTRIAL OUTSOURCING, INC., resulting in PSC INDUSTRIAL OUTSOURCING, INC. being the surviving corporation. The Plan is set forth as Exhibit A.

1. The names of the corporations participating in the merger and in the States under the laws of which they are respectively organized are as follows:

<u>Name of Corporation</u>	<u>State</u>
PHILIP CHEMI-SOLV, INC	Texas
PSC INDUSTRIAL OUTSOURCING, INC.	Delaware

2. The Plan was duly approved by the shareholders of each corporation as set forth below.

3. As to each of the undersigned corporations, the approval of whose shareholders is required, the number of shares outstanding, and, if the shares of any class or series are entitled to vote as a class, the designation and number of outstanding shares of each such class or series are as follows:

<u>Names of Corporations</u>	<u>Number of Shares Outstanding</u>	<u>Class Entitled to Vote as a Class</u>	<u>Number of Shares in Class</u>
Philip Chemi-Solv, Inc.	1,000 (Common)	N/A	N/A
PSC Industrial Outsourcing, Inc.	1,000 (Common)	N/A	N/A

As to each of the undersigned corporations, the total number of shares voted for and against the plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of each such class voted for and against the plan respectively, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>				
	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class</u>	<u>Entitled to Vote as a class</u>	
				<u>Voted For</u>	<u>Voted Against</u>
Philip Chemi-Solv, Inc.	1,000	0	N/A	N/A	N/A
PSC Industrial Outsourcing, Inc.	1,000	0	N/A	N/A	N/A

4. As to each foreign corporation that is a party to the Plan, the approval of the Plan was duly authorized by all action required by the laws under which it was incorporated or organized and by its constituent documents.

5. The surviving corporation will be responsible for the payment of all fees and franchise taxes of the merged corporation(s) and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

6. The merger will become effective on January 1, 2001 at 12:01 P.M. Central Standard Time.

Dated: December 15, 2000

PHILIP CHEMI-SOLV, INC.

By: Alec Thomas

Alec F. Thomas
Its President

PSC INDUSTRIAL OUTSOURCING, INC.

By: Alec Thomas

Alec F. Thomas
Its President

EXHIBIT A**PLAN AND AGREEMENT OF MERGER**

This PLAN AND AGREEMENT OF MERGER ("Plan") is entered into on December 15, 2000, by PHILIP CHEMI-SOLV, INC., a Texas corporation ("Philip"), and PSC INDUSTRIAL OUTSOURCING, INC., a Delaware corporation ("PSC"), and provides for the merger of Philip with and into PSC in accordance with the Texas Business Corporation Act ("TBCA") and the General Corporation Law of the State of Delaware (the "DGCL") (the "Merger").

WHEREAS, the sole director and sole shareholder of each of Philip and PSC have authorized and approved the Merger as beneficial for each respective entity and its respective shareholder;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for the purpose of providing for and prescribing the terms and conditions of the Merger and setting out such provisions as are deemed necessary or desirable the parties hereto agree as follows:

**Article 1
The Merger**

1.1 Transfer of Property and Liabilities. Upon the Effective Date as defined in Section 1.3 herein:

(a) Philip shall merge with and into PSC, and as a result thereof, the separate existence of Philip shall cease and PSC shall be the corporation which survives the Merger and is hereinafter sometimes referred to as the "Surviving Corporation." The Surviving Corporation shall continue to be governed by the laws of the State of Delaware;

(b) All of the outstanding shares of stock of Philip shall be canceled and extinguished; and

(c) Upon the filing of (i) this Plan, certified as to those matters specified by statute, (ii) the Articles of Merger and Certificate of Merger specified in Section 3.1 hereof, and (iii) all other requisite documents or instruments, with the Secretaries of State of Texas and Delaware, PSC shall possess and be vested with, as of the Effective Date, all rights, title, and interests to all real and personal property, privileges, immunities, powers, causes of action, and every other asset of Philip without reversion or impairment, without further act of deed, and without any transfer or assignment having occurred, and shall assume and be liable for and subject to all the liabilities, liens, encumbrances, obligations, and penalties of Philip, in accordance with the TBCA, the DGCL, and the terms of this Plan.

1.2 Effect of Merger. Following the Merger, the following shall occur:

(a) the existence and the name of PSC shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities, and powers that the Surviving

Corporation possessed prior to the Merger continuing unaffected and unabated, and subject to all the duties and liabilities of a corporation organized under the laws of the State of Delaware;

(b) the Articles of Incorporation and Bylaws of PSC, as in effect immediately prior to the Effective Date, shall continue in full force and effect, and shall not be changed in any manner by the Merger;

(c) the persons who are then serving as directors and officers of PSC shall hold the same respective positions as directors and officers of the Surviving Corporation until their successors have been duly elected and qualified; and

(d) the Surviving Corporation shall carry on business with the assets of the parties to the Merger as these corporations existed immediately prior to the Merger.

1.3 Effective Date of Merger. After adoption and approval of this Plan by the sole director and sole shareholder of each of PSC and Philip in accordance with the requirements of applicable law, appropriate Articles of Merger under TBCA and Certificate of Merger under the DGCL shall be submitted for filing with the Secretaries of State of Texas and Delaware. The effective date of the Merger shall be as set forth in the Articles of Merger and Certificate of Merger (the "Effective Date").

Article 2 Share Ownership and Obligations

2.1 Share Ownership. Prior to the Merger, one hundred percent (100%) of the shares of Philip were owned by Philip ST, Inc. ("ST") and one hundred percent (100%) of the shares of PSC were owned by Philip Environmental Services, Inc. ("Environmental"). ST and Environmental are both wholly-owned subsidiaries of Philip Industrial Services (USA), Inc. Following the Merger, Environmental or its successor will own one hundred percent (100%) of the shares of the Surviving Corporation.

2.2 Good Standing and Franchise Tax Obligation. PSC shall be responsible for all fees for good standing and franchise taxes, and PSC will be obligated to pay such fees and franchise taxes if the same are not timely filed.

Article 3 Additional Provisions

3.1 Articles of Merger and Certificate of Merger. As promptly as practicable after the date hereof, the parties hereto will execute and file Articles of Merger, Certificate of Merger and such other documents and papers as may be required to permit the Secretaries of State of Texas and Delaware to issue a certificate of merger pursuant to TBCA and the DGCL effective as of the Effective Date.

3.2 Entire Agreement and Counterparts. This instrument and any exhibits attached to and incorporated into this instrument contain the entire agreement between the parties with respect

to the transaction contemplated by this Plan. It may be executed in any number of counterparts; however, all counterparts taken together will constitute one original.

3.3 Abandonment. This Plan may be terminated and the Merger may be abandoned at any time prior to the filing of the Articles of Merger or the Certificate of Merger with the Secretaries of State of Texas and Delaware by the mutual consent of each of the boards of directors of Philip and PSC.

3.4 Controlling Law. The validity, interpretation and performance of this Plan is controlled by and construed under the laws of the state of Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the day and year first above written.

PHILIP CHEMI-SOLV, INC.

PSC INDUSTRIAL
OUTSOURCING, INC.



By: Alec F. Thomas
Its President



By: Alec F. Thomas
Its President