

04-17-2003

4/14/03

Form PTO-1594 R
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



102422791

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Robison

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

1. Name of conveying party(ies):

Cooperheat-MQS, Inc., a Delaware corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address:

Street Address: 401 Merritt Seven, Ste. 23

City: Norwalk State: CT Zip: 06856

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: November 26, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2210891, 2227740
1741770, 1745798

Additional number(s) attached Yes No

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

Name: Amy Gulinson

Internal Address: Husch & Eppenberger, LLC

Street Address: 1200 Main Street, Suite 1700

City: Kansas City State: MO Zip: 64105

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 135.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Lisa Robison
Name of Person Signing

Lisa Robison
Signature

4/14/03

Date

Total number of pages including cover sheet, attachments, and document: 7

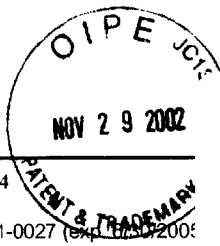
4/17/2003 TDIAZI 00000043 2210891

1 FC: 0322

25.00 DP

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

TRADEMARK
REEL: 002713 FRAME: 0463



12-05-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (Rev. 08/2002) Tab settings



102302227

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Cooperheat-MQS, Inc., a Delaware corporation. Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other. Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Name: General Electric Capital Corp. Internal Address: Street Address: 401 Merritt SEven, Ste. 23 City: Norwalk State: CT Zip: 06856. Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State: Delaware, Other. If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No. Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other. Execution Date: November 26, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2210891 2227740 1741770 1745798. Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Amy Gulinson Internal Address: Husch & Eppenberger, LLC Street Address: 1200 Main Street, Suite 1700 City: Kansas City State: MO Zip: 64105

6. Total number of applications and registrations involved: 4. 7. Total fee (37 CFR 3.41): \$ 115.00. Enclosed, Authorized to be charged to deposit account. 8. Deposit account number: (Attach 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. Lisa Robison Signature Date 11/27/02

DBYRNE 00000185 2210891

Total number of pages including cover sheet, attachments, and document: 5

12/04/2002 FC:85:1 FC:85:2

40.00 75.00 All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2002, by COOPERHEAT-MQS, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Lenders (as defined in the Credit Agreement), Grantor, INTERNATIONAL INDUSTRIAL SERVICES, INC., a Delaware corporation and the Persons named therein as Credit Parties (as defined in the Credit Agreement), (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; all capitalized terms herein not otherwise defined herein shall have the meanings given to them in the Credit Agreement), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

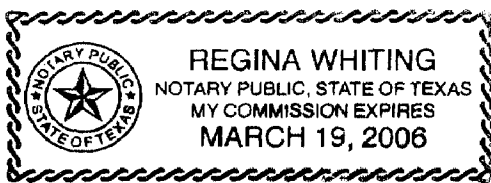
COOPERHEAT-MQS, INC., a Delaware Corporation

By: Alton L. Daffin
Alton L. Daffin,
Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
COUNTY OF Harris) ss.

On this 23 day of November, 2002 before me personally appeared Alton L. Daffin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COOPERHEAT-MQS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Regina Whiting
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: *A. Grayne*
Name: *Andrew Grayne*
Title: *Vice President Bank*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner or Licensee of Interest	Registration Number	Date Registered	Country of Registration
Cooperheat	2210891	12/15/98	USA
Thermojet	1741770	12/22/92	USA
Cooperheat	2227740	3/2/99	USA
Cooperheat	1745798	1/12/93	USA

\\ODMA\PCDOCS\KANSAS_CITY\572012\4

RECORDED: 04/16/2003

TRADEMARK
REEL: 002713 FRAME: 0468