

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

808085/10

FORM PTO-1584 (Modified)
(Rev. 10/02)
OMB No. 0551-0027 (exp. 6/30/2005)
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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Philip Services Corporation

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: December 31, 2003

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

Name: High River Limited Partnership

Internal Address: c/o Icahn Associates Corp. & Affil.

Street Address: 767 Fifth Avenue, 47th Floor

City: New York State: NY ZIP: 10153

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached document.

Additional numbers Yes No

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

Name: David D. Lowry, Esq. (Reg. No. 38,538)

Internal Address: Brown Rudnick Berlack Israels LLP

Street Address: One Financial Center,

Box IP

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:.....

20

7. Total fee (37 CFR 3.41):.....\$ \$515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0369

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.

David D. Lowry, Esq. (Reg. No. 38,538)

Name of Person Signing

Signature

May 5, 2004

Date

26

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:

Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 002847 FRAME: 0777

700082656

CH \$515.00 500369 1211169

Recordation Form Continuation Sheet

Trademark/Service Mark Registrations

	Registration Number	Mark	Registration Date:
1.	1,211,169	Rho-Perc	10/05/82
2.	1,527,607	Rho-Thane TF	03/07/89
3.	1,541,886	Allwaste	05/30/89
4.	1,549,498	Allwaste & Design	07/25/89
5.	1,710,998	Chemisolv	09/01/92
6.	1,729,155	Parts	11/03/92
7.	1,883,110	Life Guard	03/07/95
8.	2,037,801	Performance Pricing	02/11/97
9.	2,059,355	Philip Environmental	05/06/97
10.	2,059,355	Philip Environmental	05/06/97
11.	2,064,524	Cousins Pine Sap Emulsion Product	05/27/97
12.	2,102,936	Philip Environmental	10/07/97
13.	2,102,936	Philip Environmental and Design	10/07/97
14.	2,111,453	Advanced Environmental Systems AES & Design	11/04/97
15.	2,171,547	Fuelsmart	07/07/98
16.	2,215,595	Hydrocarbon Shearing	12/29/98
17.	2,313,233	PSC Philip Services Corp. and Design	02/01/00
18.	2,320,352	PSC	02/22/00
19.	2,327,917	Philip Services	03/14/00
20.	2,418,488	Advanced Environmental Systems AES & Design	01/09/01

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 31, 2003, is made by PHILIP SERVICES CORPORATION, a Delaware corporation ("Parent") and each of Parent's Subsidiaries identified on the signature pages hereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Debtor" and individually and collectively, jointly and severally, "Debtors"), in favor of HIGH RIVER LIMITED PARTNERSHIP, a Delaware partnership (together with its successors and assigns, in its individual capacity "HIGH RIVER"), not in its individual capacity, but solely as collateral agent for the Exit Lender pursuant to the Loan Agreement (the "Exit Loan Collateral Agent"); and HIGH RIVER, not in its individual capacity, but solely as collateral agent for the Secured PIK/Term Lenders (the "PIK/Term Collateral Agent") (the Exit Loan Collateral Agent and the PIK/Term Collateral Agent, are referred to collectively as the "Collateral Agents").

WHEREAS, each Borrower is a party to that certain Loan Agreement (the "Loan Agreement"), of even date herewith, with HIGH RIVER (the "Exit Lender") and HIGH RIVER as Exit Loan Collateral Agent, pursuant to which the Exit Lender has agreed to make certain financial accommodations to Borrowers;

WHEREAS, Parent is party to that certain Amended and Restated Credit Agreement (Secured PIK/Term) (the "Secured PIK/Term Credit Agreement"), of even date herewith, with the Persons party to the Secured PIK/Term Credit Agreement as lenders ("Secured PIK/Term Lenders"), and HIGH RIVER as administrative agent for the Secured PIK/Term Lenders (in such capacity, together with its successor, if any, in such capacity, "Secured PIK/Term Agent") HIGH RIVER as PIK/Term Collateral Agent for the Secured PIK/Term Agent (the Secured PIK/Term Lenders, the Secured PIK/Term Agent and the PIK/Term Collateral Agent, collectively, the "Secured PIK/Term Lender Group");

WHEREAS, Parent has agreed to issue new PIK/Term Notes ("New PIK/Term Notes") in favor of Secured PIK/Term Agent evidencing Parent's remaining Secured PIK/Term Obligations (as defined herein) owing to the Secured PIK/Term Lender Group under the Secured PIK/Term Credit Agreement;

WHEREAS, each Borrower (other than the Parent) has executed that certain PIK/Term Guaranty (the "New Secured PIK/Term Guaranty"), of even date herewith, in favor of Secured PIK/Term Agent respecting certain obligations of Parent owing to the Secured PIK/Term Lender Group under the Secured PIK/Term Credit Agreement;

WHEREAS, each Canadian Guarantor identified therein severally (and not jointly or jointly and severally) the ("Canadian Guarantors") has executed that certain Canadian Guaranty (the "Canadian Guaranty"), of even date herewith in favor of, the Canadian Collateral Agent respecting, inter alia, certain obligations of the Borrowers owing to the Exit Lender under the Loan Agreement and in favor of the Secured PIK/Term Agent respecting, inter alia, certain obligations of the Parent owing to the Secured PIK/Term Lender Group under the Secured PIK/Term Credit Agreement;

WHEREAS, the Canadian Guarantors are contemporaneously herewith entering into that certain Security Agreement, dated as of the date hereof (the "Canadian Security Agreement"), with the Canadian Collateral Agent, pursuant to which each Canadian Guarantor has granted to the Canadian Collateral Agent, a security interest in certain of their respective properties and assets;

WHEREAS, Parent and certain of its Subsidiaries (including certain of the Debtors) identified therein are contemporaneously herewith entering into that certain Security Agreement, dated as of the date hereof (the "Security Agreement"), with the Collateral Agents, pursuant to which Parent and each such Subsidiary has granted to each of the Collateral Agents (acting individually and not jointly), a security interest in (among other things) all of its general intangibles;

WHEREAS, to induce the Exit Lender to make the financial accommodations provided to the Borrowers pursuant to the Loan Agreement and to induce the Secured PIK/Term Agent to accept the New PIK/Term Notes evidencing the remaining Obligations under the Secured PIK/Term Credit Agreement, and to collateralize their respective obligations under the Loan Agreement, Secured PIK/Term Credit Agreement, the Canadian Guaranty, and the New Secured PIK/Term Guaranty, each [Debtor] desires to pledge, grant, transfer, and assign to the Collateral Agents security interests in the Collateral (as hereinafter defined) to secure its respective Obligations (as hereinafter defined), as provided herein;

WHEREAS, pursuant to the Loan Agreement and the Secured PIK/Term Credit Agreement and as one of the conditions precedent to the obligations of the Exit Lender and the Secured PIK/Term Lenders under the Loan Agreement and the Secured PIK/Term Credit Agreement, Debtors have agreed to execute and deliver this Agreement to each Collateral Agent, acting individually and not jointly, for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate the existing security interests of each Collateral Agent, acting individually and not jointly, in the Trademark Collateral (as defined herein); and

WHEREAS, (i) the Borrower and the Subsidiaries of the Borrower identified on the signature pages thereto (in their capacities as "Debtors" thereunder, the Exit Lender, the Administrative Agent, the D&O Agent and the Borrower (in its capacity as the lender under the Intercompany Loan Documents) and (ii) the Collateral Agent, Exit Loan Collateral Agent, D&O Collateral Agent and Intercompany Collateral Agent (including in their capacity as Canadian Collateral Agent) entered into that certain Collateral Agency, Subordination, and Intercreditor Agreement dated as of December 30, 2003 (the "Collateral Agency, Subordination, and Intercreditor Agreement").

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor and Collateral Agents hereby agree as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement. As used in this Agreement, the following terms shall have the following meanings:

“Agreement” has the meaning set forth in the preamble hereto.

“Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, and any successor statute.

“Canadian Collateral Agent” shall have the meaning ascribed to it in the Collateral Agency, Subordination and Intercreditor Agreement.

“Canadian Debtors” shall mean the Canadian Guarantors, as defined in the Loan Agreement.

“Canadian Guarantors” any or all of shall mean PSC Analytical Services Inc.; PSC Industrial Services Canada Inc. and PSC Services Holdings Inc.

“Canadian Guaranty” shall have the meaning set forth in the recitals to this Agreement.

“Canadian Security Agreement” shall have the meaning set forth in the recitals to this Agreement.

“Closing Date” has the meaning set forth in the Loan Agreement.

“Collateral Agency, Subordination, and Intercreditor Agreement” has the meaning set forth in the recitals hereto.

“Collateral Agents” has the meaning set forth in the preamble to this Agreement.

“Collateral Agents’ Liens” means the liens granted herein or in any of the other Credit Documents (A) to the Exit Loan Collateral Agents for the benefit of the Exit Lender, and (B) to the PIK/Term Collateral Agents for the benefit of the Secured PIK/Term Lender Group.

“Credit Documents” shall mean, collectively, the Loan Documents and the Secured PIK/Term Documents.

“Debtor” and “Debtors” shall have the meanings ascribed to them in the introductory paragraph of this Agreement.

“Event of Default” shall have the meaning ascribed thereto in the Security Agreement.

“Exit Lender” shall have the meaning set forth in the recitals to this Agreement.

"Exit Loan Collateral Agent" shall have the meaning set forth in the recitals to this Agreement.

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Loan Documents" means the Loan Agreement, the Canadian Guaranty, the Canadian Security Agreement, any Control Agreement, the Copyright Security Agreement, the Hypothec, the Mortgages, the Patent Security Agreement, the Security Agreement, the Stock Pledge Agreement, the Suretyship Agreement, this Agreement, the Rolling Stock Security Agreement and any other agreement entered into, now or in the future, by any Debtor and the Exit Lender or Exit Loan Collateral Agent in connection with this Agreement.

"Loan Obligations" means all loans, the Term Loan, debts, principal, interest (including any interest that, but for the provisions of the Bankruptcy Code, would have accrued), premiums, liabilities (including all amounts charged to Debtors' Loan Account pursuant hereto), obligations, fees, charges, costs, or Exit Lender Expenses (including any fees or expenses that, but for the provisions of the Bankruptcy Code, would have accrued), guaranties, covenants, and duties owing by Obligors to the Exit Lender of any kind and description pursuant to or evidenced by the Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all Exit Lender Expenses that Obligors are required to pay or reimburse by the Loan Documents, by law, or otherwise.

"New Secured PIK/Term Guaranty" shall have the meaning set forth in the recitals to this Agreement.

"New PIK/Term Notes" shall have the meaning set forth in the recitals to this Agreement.

"Non-Canadian Debtors" shall mean the Obligors, other than the Canadian Debtors.

"Obligations" means, collectively, the Loan Obligations and the Secured PIK/Term Obligations.

"Obligors" shall have the meaning set forth in the Loan Agreement.

"Person" means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined in the UCC, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper,

instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance (whether any Collateral Agent is loss payee under any applicable insurance policy), indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person (including proceeds of infringement suits).

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“PIK/Term Collateral Agent” shall have the meaning set forth in the recitals to this Agreement.

“Secured PIK/Term Credit Agreement” shall have the meaning set forth in the recitals to this Agreement.

“Secured PIK/Term Documents” shall mean the Secured PIK/Term Credit Agreement and any other agreement entered into, now or in the future, by any Obligor and the Secured PIK/Term Agent in connection with the Secured PIK/Term Credit Agreement, including but not limited to the New PIK/Term Notes, the Canadian Guaranty, the New Secured PIK/Term Guaranty, the Canadian Security Agreement, any Control Agreement, the Hypothec, the Mortgages, the Patent Security Agreement, the Security Agreement the Copyright Security Agreement, this Agreement, the Stock Pledge Agreement, the Suretyship Agreement, the Rolling Stock Security Agreement and any other agreement entered into, now or in the future, by any Debtor and the Secured PIK/Term Agent or the PIK/Term Collateral Agent in connection with this Agreement.

“Secured PIK/Term Lender Group” shall have the meaning set forth in the recitals to this Agreement.

“Secured PIK/Term Lenders” shall have the meaning set forth in the recitals to this Agreement.

“Secured PIK/Term Obligations” shall mean the “Obligations” (as defined in the Secured PIK/Term Credit Agreement) owing by any Obligor to the Secured PIK/Term Lender Group, arising out of, or outstanding under, advanced or issued pursuant to, or evidenced by the Secured PIK/Term Documents.

“Trademark Collateral” means:

- (i) all Trademarks and any renewals thereof;

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of any Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing Trademark Collateral.

"Trademarks" means all state, common law, and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by any Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State or territory of the United States, and with any other relevant recording systems in any domestic or foreign jurisdiction and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of any Debtor, any Collateral Agent, or otherwise for past, present or future infringement or dilution or unconsented use thereof, and all rights arising therefrom throughout the world along with all business good will associated with such marks.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement, the Secured PIK/Term Credit Agreement and the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of any Collateral Agent (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement or the Secured PIK/Term Credit Agreement. The provisions of this Agreement shall be subject to the express terms of the Collateral Agency, Subordination, and Intercreditor Agreement.

2. Security Interest.

(a) Grant of Security Interest.

Each Canadian Debtor severally (and not jointly or jointly and severally) and each Non-Canadian Debtor, jointly and severally, in order to secure the prompt payment of all of such Debtor's Obligations owing to Collateral Agents, the Exit Lender and the Secured PIK/Term Lender Group, hereby sells, assigns, conveys, mortgages, pledges, hypothecates and transfers to Collateral Agents, and hereby grants to Collateral Agents, for the benefit of the Exit Lender and the Secured PIK/Term Lender Group, continuing security interests in all of each Debtor's rights, title and interest in, to and under all currently existing and hereafter acquired or arising Trademark Collateral, and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by the Debtors or in which the Debtors now have or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right identified on

Schedule A attached hereto and made a part hereof, the right to sue for past, present and future infringements and dilution and all rights corresponding thereto and the entire goodwill of the Debtors' businesses connected with and symbolized by the Trademarks. This grant of a security interest is in addition to, and supplemental of, any security interest previously granted by each Debtor to or for the benefit of the Collateral Agents, the Exit Lender or Secured PIK/Term Lender Group and shall continue in force and effect applicable to all Obligations and to any future advances made by the Exit Lender to or on behalf of each Debtor, until the Obligations are paid in full and the Exit Lender has no further obligation to make loans under the Loan Agreement and the Secured PIK/Term Lender Group has no further obligations under the Secured PIK/Term Credit Agreement.

(i) The priority of, and other rights with respect to, the Liens granted by the Debtors hereto are subject to the Collateral Agency, Subordination, and Intercreditor Agreement.

(ii) The security interests granted herein to the Collateral Agents shall attach to all Trademark Collateral without further act on the part of the Collateral Agents or Debtors.

(b) Continuing Security Interest. Each Debtor agrees that this Agreement shall create continuing security interests in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Security Agreements.

(i) This Agreement shall be fully incorporated into the Security Agreement and, with respect to each Debtor that is a party to the Security Agreement, all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) This Agreement shall be fully incorporated into the Canadian Security Agreement and, with respect to each Debtor that is a party to the Canadian Security Agreement, all understandings, agreements and provisions contained in the Canadian Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Canadian Security Agreement.

(e) Permitted Licenses. Anything in this Agreement or any other Credit Document to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the Collateral Agents' Liens therein) in the ordinary course of business consistent with past practice, provided, that no Event of Default shall have occurred and be continuing at the time any such non-exclusive license shall be granted.

(f) Unassigned Agreements. If any agreement, right license or permit which is to be subject to the security interests granted herein is not capable of being subject to

such security interests because (i) the grant of such security interests therein requires the consent of the other party or parties thereto and such consent has not been obtained as of the date hereof; (ii) the grant of such security interests therein requires compliance with stated conditions which have not been satisfied; (iii) such agreement, right, license or permit contains an express prohibition against the grant of a security interest or because the remedies for the enforcement of such agreement would not, as a matter of law, pass to the Collateral Agents as an incidence of the security interests granted herein or (iv) the grant of such security interests would otherwise constitute a breach or permit the acceleration or termination of such agreement, right license or permit (collectively the "Unassigned Agreements"), the applicable Debtor's beneficial interest in such Unassigned Agreement shall, until such consent to such grant, compliance with such conditions or waiver of such express prohibition, breach or right to accelerate or terminate has been obtained, not be subject to the security interests granted herein, and in any event shall to the fullest extent permitted by law be held in trust for the Collateral Agents by such Debtor and the said beneficial interest and all benefits derived under such Unassigned Agreement shall be for the account of the Collateral Agents, subject to the terms of this Agreement. Upon the security interests becoming enforceable, in order that the full value of the beneficial interest in every Unassigned Agreement may be realized for the benefit of the Collateral Agents, the applicable Debtor shall, at the request and under the direction of the Collateral Agents, in the name of such Debtor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of such Debtor under such Unassigned Agreement may be performed in such manner that the beneficial interest in such Unassigned Agreement shall be preserved and shall enure to the benefit of the Collateral Agents or as the Collateral Agents may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and such Debtor will promptly pay over to the Collateral Agents or as the Collateral Agents may direct in writing all Collateral collected by, paid to or otherwise received by such Debtor in respect of the beneficial interest in every such Unassigned Agreement.

3. Further Assurances: Appointment of Collateral Agents as Attorney-in-Fact.

Each Debtor at its expense authorizes the Collateral Agents to take any and all action including, without limitation, the execution and filing of all financing statements, continuation statements and any other necessary security documents, which such Collateral Agent in good faith deems reasonably necessary, to perfect and continue perfected, maintain the priority of or provide notice of such Collateral Agents' Liens in the Trademark Collateral and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by any Collateral Agent in accordance with the foregoing, such Collateral Agent shall have the right, in the name of such Debtor, in the name of such Collateral Agent, or otherwise, without notice to or assent by any Debtor, and each Debtor hereby irrevocably constitutes and appoints each Collateral Agent, acting severally and not jointly, (and any of such Collateral Agent's officers or employees or agents designated by such Collateral Agent) as such Debtor's true and lawful attorney-in-fact with full power and authority for the purpose of carrying out the terms of this Agreement, (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that such Collateral Agent reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of such Collateral Agents' Liens in the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on

behalf of such Debtor, which such Collateral Agent reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for the Combined Lender Group to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Each Debtor represents and warrants with respect to itself as follows:

(a) No Other Trademarks. Schedule A sets forth, a true and correct list of all of the existing Trademarks (whether registered or otherwise), or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Debtor.

(b) Validity. To each Debtor's knowledge, each of such Debtor's Trademarks listed in Schedule A and owned by such Debtor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Title. (i) Such Debtor has rights in and good and defensible title to its Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, such Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the Collateral Agents' Liens and Permitted Liens), and (iii) with respect to any Trademarks for which such Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Debtor or any such licensor with any other Person, no other Person is known by such Debtor to have any rights in or to any of the Trademark Collateral.

(d) No Infringement. To the best of such Debtor's knowledge, (i) no material infringement, dilution, or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present and contemplated future use of the Trademark Collateral by such Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. Such Debtor has the unqualified right, power and authority to grant each of the Collateral Agents' Liens in all of such Debtor's Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Each Canadian Debtor severally (and not jointly or jointly and severally) and each Non-Canadian Debtor, jointly and severally, covenants that so long as this Agreement shall be in effect, such Debtor shall:

(a) promptly give each Collateral Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee;

(b) on a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or advisable or may be requested by any Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of such Collateral Agents' Liens, to ensure such Debtor's compliance with this Agreement or to enable the Combined Lender Group to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, each Debtor:

(i) hereby authorizes each Collateral Agent in its sole discretion if such Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by such Collateral Agent, to modify this Agreement without first obtaining such Debtor's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by such Debtor after the execution hereof, or to delete any reference to any right, title or interest in any Trademark Collateral in which such Debtor no longer has or claims any right, title or interest; and

(ii) hereby authorizes each Collateral Agent, in its sole discretion, to file one or more financing or continuation statements, if such Debtor refuses to execute and deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by such Collateral Agent, any amendments thereto, relative to all or any portion of the Trademark Collateral, without the signature of such Debtor where permitted by law;

(c) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and do all other acts and take all other measures which, in such Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain the Trademark Collateral and all

of such Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(d) comply with each of the terms and provisions of this Agreement, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of such Debtor under this Agreement without each Collateral Agent's prior written consent, which consent shall not be unreasonably withheld; and

(e) not permit the inclusion in any contract to which such Debtor becomes a party of any provision that could or might impair or prevent the creation of the Collateral Agents' Liens in such Debtor's rights and interest in any property included within the definition of Trademark Collateral acquired under such contracts.

6.Future Rights. If and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of this Agreement shall automatically apply thereto and such Debtor shall give to each Collateral Agent prompt notice thereof. Each Debtor shall do all things reasonably deemed necessary or advisable by any Collateral Agent to ensure the validity, perfection, priority and enforceability of the Collateral Agents' Liens in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by any Collateral Agent in connection herewith, such Debtor hereby authorizes each Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7.Remedies. Upon the occurrence and during the continuation of an Event of Default, each Collateral Agent shall have all rights and remedies available to it under the Security Agreement, Canadian Security Agreement the other Credit Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other collateral. Each Debtor agrees that such rights and remedies include the right of each Collateral Agent as a secured party to sell or otherwise dispose of its Trademark Collateral after default, pursuant to the UCC. Each Debtor agrees that each Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of such Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of any Debtor in which any Collateral Agent has a security interest, including the right to sell inventory, tooling or packaging which is acquired by any Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, each Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as such Collateral Agent deems necessary or advisable, in the name of any Debtor, such Collateral Agent, or otherwise to enforce or protect any of the Trademark Collateral, in which event each Debtor shall, at the request of any Collateral Agent, do any and all lawful acts and execute any and all documents reasonably required by such Collateral Agent in aid of such

enforcement. To the extent that no Collateral Agent shall elect to bring suit to enforce such Trademark Collateral, each Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation, whether or not such infringement, misappropriation or violation constitutes an Event of Default.

8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Debtor, each Collateral Agent, and their respective successors and assigns.

9. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

10. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive the Collateral Agents of such rights and remedies as may be available under federal law.

11. Entire Agreement; Amendment. This Agreement and the Security Agreement, and the Canadian Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Security Agreement. Notwithstanding the foregoing, any Collateral Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof, and the terms of any such modification, amendment, supplement or supplemental Trademark Security Agreement shall be deemed to be incorporated herein by this reference.

12. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

13. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the

failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement

14. Security Agreements. Each Debtor acknowledges that the rights and remedies of each Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the Canadian Security Agreement and the other Credit Documents, and all such rights and remedies are cumulative.


15. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement and the other Credit Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

16. Several Agreement. This Agreement shall be construed as a separate agreement with respect to each Debtor and may be amended, modified, supplemented, waived or released with respect to any Debtor, or any representations, agreements, contracts, indemnities, liabilities or obligations of, or the security interests from, any other Debtor under this Agreement.

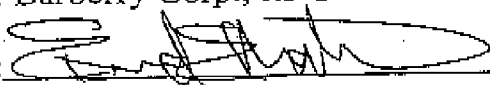
17. Termination. Upon the full and final payment of all of the Obligations and the irrevocable termination of any obligation of the Exit Lender and the Secured PIK/Term Lender Group to provide any additional credit or obligations under the Credit Documents, this Agreement shall terminate, the security interests granted hereunder with respect to the Obligations shall be released and each Collateral Agent shall execute any documents, instruments or agreements, and shall take any other action, necessary to effect such termination or release. Furthermore, (i) upon the full and final payment of the Secured PIK/Term Obligations and the irrevocable termination of any obligation of Secured PIK/Term Lender Group under the Secured PIK/Term Documents, this Agreement shall terminate with respect to the PIK/Term Collateral Agent, the security interests granted hereunder to the PIK/Term Collateral Agent shall be released and the PIK/Term Collateral Agent shall execute any documents, instruments or agreements, and shall take any other action, necessary to effect such termination or release, and (ii) upon the full and final payment of all of the Loan Obligations and the irrevocable termination of any obligation Exit Lender to provide any additional credit under the Loan Documents, this Agreement shall terminate with respect to the Exit Loan Collateral Agent, the security interests granted hereunder to the Exit Loan Collateral Agent shall be released and the Exit Loan Collateral Agent shall execute any documents, instruments or agreements, and shall take any other action, necessary to effect such termination or release.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

HIGH RIVER LIMITED PARTNERSHIP, a Delaware limited partnership, not in its individual capacity, but solely as Exit Loan Collateral Agent
By: Barberry Corp., its General Partner

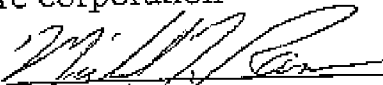
By: 
Name: _____
Title: _____

HIGH RIVER LIMITED PARTNERSHIP, a Delaware limited partnership, not in its individual capacity, but solely as PIK/Term Collateral Agent
By: Barberry Corp., its General Partner

By: 
Name: _____
Title: _____

PHILIP SERVICES CORPORATION, a
Delaware corporation

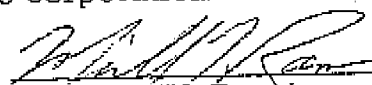
By:


Michael W. Ramirez
Senior Vice President and CFO

PHILIP METALS (NEW YORK), INC.,
a New York corporation

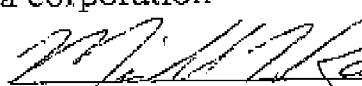
PSC METALS, INC.,
an Ohio corporation

By:


Michael W. Ramirez
Vice President and Treasurer
of each of the foregoing companies

CAPPCO TUBULAR PRODUCTS USA, INC., a
Georgia corporation

By:


Michael W. Ramirez
Vice President

**21ST CENTURY ENVIRONMENTAL
MANAGEMENT, INC. OF NEVADA**, a Nevada
corporation

**21ST CENTURY ENVIRONMENTAL
MANAGEMENT, INC. OF RHODE ISLAND**, a
Rhode Island corporation

**ACE/ALLWASTE ENVIRONMENTAL
SERVICES OF INDIANA, INC.**, an Illinois
corporation

ALLWASTE TANK CLEANING, INC., a
Georgia corporation

ALLWORTH, INC., an Alabama corporation

BURLINGTON ENVIRONMENTAL INC., a
Washington corporation

CHEM-FREIGHT, INC., an Ohio corporation

**CHEMICAL POLLUTION CONTROL, INC.
OF FLORIDA - A 21ST CENTURY
ENVIRONMENTAL MANAGEMENT
COMPANY**, a Florida corporation

**CHEMICAL POLLUTION CONTROL, INC.
OF NEW YORK - A 21ST CENTURY
ENVIRONMENTAL MANAGEMENT
COMPANY**, a New York corporation

**CHEMICAL RECLAMATION SERVICES,
INC.**, a Texas corporation

**COUSINS WASTE CONTROL
CORPORATION**, an Ohio corporation

CYANOKEM INC., a Michigan corporation

INTERNATIONAL CATALYST, INC., a
Nevada corporation

JESCO INDUSTRIAL SERVICE, INC., a
Kentucky corporation

**LUNTZ ACQUISITION (DELAWARE)
CORPORATION**, a Delaware corporation

NORTHLAND ENVIRONMENTAL, INC., a
Delaware corporation

NORTRU, INC., a Michigan corporation

PHILIP ENVIRONMENTAL SERVICES CORPORATION, a Missouri corporation

PHILIP RECLAMATION SERVICES, HOUSTON, INC., a Texas corporation

PHILIP SERVICES/NORTH CENTRAL, INC., an Iowa corporation

PHILIP TRANSPORTATION AND REMEDIATION, INC., a California corporation

PSC ENVIRONMENTAL SERVICES, INC., a Delaware corporation

PSC INDUSTRIAL OUTSOURCING OF MICHIGAN, INC., an Ohio corporation

PSC INDUSTRIAL OUTSOURCING, INC., a Delaware corporation

PSC INDUSTRIAL SERVICES, INC., a Delaware corporation

PSC RECOVERY SYSTEMS, INC., a Georgia corporation

REPUBLIC ENVIRONMENTAL RECYCLING (NEW JERSEY), INC., a New Jersey corporation

REPUBLIC ENVIRONMENTAL SYSTEMS (PENNSYLVANIA), INC., a Pennsylvania corporation

REPUBLIC ENVIRONMENTAL SYSTEMS (TECHNICAL SERVICES GROUP), INC., a New Jersey corporation


REPUBLIC ENVIRONMENTAL SYSTEMS (TRANSPORTATION GROUP), INC., a Pennsylvania corporation

RESOURCE RECOVERY CORPORATION, a Washington corporation

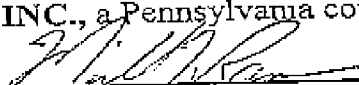
RHO-CHEM CORPORATION, a California corporation

SOLVENT RECOVERY CORPORATION, a Missouri corporation

~~THERMALKEM, INC.~~, a Delaware corporation

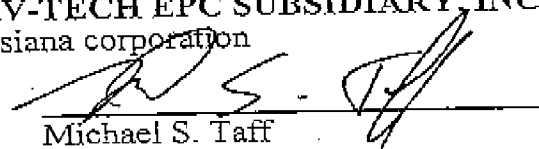
By: 
Brian J. Recatto
President of each of the foregoing
companies

D&L, INC., a Pennsylvania corporation

By: 
Michael W. Ramirez
Vice President of Finance and Treasurer

SERV-TECH EPC, INC., a Nevada corporation

SERV-TECH EPC SUBSIDIARY, INC., a
Louisiana corporation

By: 
Michael S. Taff
Vice President of each of the foregoing
companies

RMF INDUSTRIAL CONTRACTING,
INC., a Michigan corporation



Name: Michael S. Taft
Title: Vice President

PSC ANALYTICAL SERVICES, INC., a New Brunswick corporation

By: _____

Name:

Title:

PSC INDUSTRIAL SERVICES CANADA INC., a New Brunswick corporation

By: _____

Name:

Title:

PSC SERVICES HOLDINGS INC., a New Brunswick corporation

By: _____

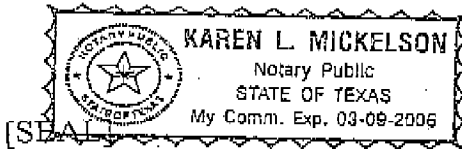
Name:

Title:

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On December 23, 2003, before me, Karen L. Mickelson, Notary Public, personally appeared Michael W. Ramirez, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

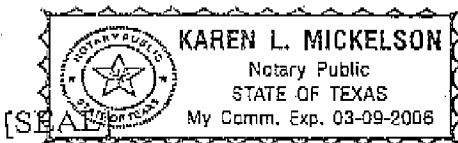


Karen L. Mickelson
Signature

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On December 23, 2003, before me, Karen L. Mickelson, Notary Public, personally appeared Michael S. Taff, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Karen L. Mickelson
Signature

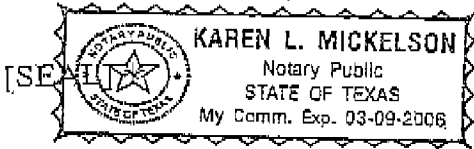
STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

On December 23, 2003, before me, Karen L. Mickelson, Notary Public, personally appeared Brian J. Recatto, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Karen L. Mickelson

Signature



STATE OF _____)
) ss
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[SEAL]

Schedule 4.14
Intellectual Property

TRADEMARK	REG. AND SERIAL NO.	REG. DATE FILING DATE	JURISDICTION	RECORD OWNER	LEGAL ENTITY
Advanced Environmental Systems AES & Design	2,111,453	11/04/97	U.S. Federal	Advanced Environmental Systems, Inc.	PSC Industrial Outsourcing, Inc.
Advanced Environmental Systems AES & Design	74-286,050	06/15/92	U.S. Federal	Advanced Environmental Systems, Inc.	PSC Industrial Outsourcing, Inc.
Alkaste & Design	1,548,498	07/25/89	U.S. Federal	ALRC, Inc.	PSC Industrial Outsourcing, Inc.
Allwaste	1,541,886	05/30/89	U.S. Federal	ALRC, Inc.	PSC Industrial Outsourcing, Inc.
Allwaste	2,215,595	12/29/98	U.S. Federal	ALRC, Inc.	PSC Industrial Outsourcing, Inc.
Hydrocarbon Sitaring				Cousins Waste Control Corporation	Cousins Waste Control Corporation
Cousins Pine Sap Emulsion Product	2,064,524		U.S. Federal	Corporation	PSC Industrial Outsourcing, Inc.
Chemvolv	1,710,998 ?	09/01/92	U.S. Federal	Philip Chemi-Solv, Inc.	PSC Industrial Outsourcing, Inc.
Fuelsmart	2,171,547	07/07/98	U.S. Federal	Philip ST, Inc.	PSC Industrial Outsourcing, Inc.
Life Guard	1,883,110	03/07/95	U.S. Federal	Philip ST, Inc.	PSC Industrial Outsourcing, Inc.
Paris	1,729,155	11/03/92	U.S. Federal	Philip Environmental Services Corp.	PSC Environmental Services, Inc.
Performance Pricing	2,037,801	02/11/97	U.S. Federal	Philip ST, Inc.	PSC Industrial Outsourcing, Inc.
Philip Environmental	2,059,355	05/08/97	U.S. Federal	Philip Services Corp.	Philip Services Corporation
Philip Environmental	2,102,936	10/07/97	U.S. Federal	Philip Services Corp.	Philip Services Corporation
Philip Environmental and Design	2,102,936	10/07/97	U.S. Federal	Philip Services Corp.	Philip Services Corporation
Philip Environmental	2,059,355	05/08/97	U.S. Federal	Philip Services Corp.	Philip Services Corporation
Philip Services	2,327,917	03/14/00	U.S. Federal	Philip Services Corp.	Philip Services Corporation
PSC Philip Services Corp. and Design	2,913,233	02/01/00	U.S. Federal	Philip Services Corp.	Philip Services Corporation
PSC	2,320,352	02/22/00	U.S. Federal	Philip Services Corp.	Philip Services Corporation
Rho-Perc	1,211,169	10/05/82	U.S. Federal	Rho-Chem Corporation	Rho-Chem Corporation
Rho-Thane TF	1,527,607	03/07/89	U.S. Federal	Rho-Chem Corp.	Rho-Chem Corporation
Chem-Freight CF and Design	67605	04/23/92	OH	Chem-Freight	Chem-Freight Inc.
Liquidatiner	5952	01/14/85	OH	Chem-Freight Inc. Bedford	Chem-Freight Inc.
Sludgetainer	4677	10/13/82	OH	Chem-Freight Inc. Bedford	Chem-Freight Inc.
International Group of Companies 73 & Design	TMA 125,117	01/19/62	Canada	Intermetco Limited	PSC Industrial Outsourcing, Inc.
Alkaste & Design	TMA 379,195	02/01/91	Canada	Philip Industrial Services Group, Inc.	PSC Industrial Outsourcing, Inc.
Ecosafe	TMA 338,520	03/25/88	Canada	Philip Enterprises, Inc.	PSC Industrial Outsourcing, Inc.
Wastiff	795,195	10/18/95	Canada	Philip Chemi-Solv, Inc.	PSC Industrial Outsourcing, Inc.
Nutrisolv	795,196	10/18/95	Canada	Philip Chemi-Solv, Inc.	PSC Industrial Outsourcing, Inc.
Philip Analytical	1,063,287.00	2000	Canada	Philip Services, Inc.	PSC Industrial Outsourcing, Inc.
Philip & Design	TMA 475,422	04/29/97	Canada	Philip Services, Inc.	PSC Industrial Outsourcing, Inc.
Philip Environmental, Inc.	TMA 431,169	07/29/94	Canada	Philip Services, Inc.	PSC Industrial Outsourcing, Inc.
Philip Services	TMA 514,919	08/20/99	Canada	Philip Services, Inc.	PSC Industrial Outsourcing, Inc.
Philip Services Corp. PSC & Design	TMA 501,028	09/21/98	Canada	Philip Services, Inc.	PSC Industrial Outsourcing, Inc.
PSC	TMA 501,181	09/24/98	Canada	Philip Services, Inc.	PSC Industrial Outsourcing, Inc.
EQ Environmental Quarterly & Design	TMA 484,214	10/17/97	Canada	Philip Services, Inc.	PSC Industrial Outsourcing, Inc.
Fast Clean	TMA 459,505	04/26/95	Canada	Serv-Tech, Inc.	PSC Industrial Outsourcing, Inc.
Fast Draw	TMA 456,707	04/19/96	Canada	Serv-Tech, Inc.	PSC Industrial Outsourcing, Inc.
Fast Draw & Design	TMA 456,708	04/28/95	Canada	Serv-Tech, Inc.	PSC Industrial Outsourcing, Inc.
Life Guard	TMA 452,458	12/29/94	Canada	Serv-Tech, Inc.	PSC Industrial Outsourcing, Inc.