

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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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):  
**UNICCO Service Company**

Individual(s)       Association  
 Corporation - **Massachusetts**  
 Other

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

2. Name and address of receiving party(ies)  
Name: **Regiment Capital III, L.P.**  
Internal  
Address: **222 Berkeley Street, 12th Floor**  
Street Address:  
City: **Boston**      State: **MA**      Zip: **02116**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_

Limited Partnership - **Delaware**  
 Corporation  
 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       Merger  
 Security Agreement  
 Change of Name  
 Other

Execution Date: **November 12, 2004**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
**2346380; 2425482; 2665789**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Daniel Angel, Esq.**  
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York**      State: **N.Y.**      Zip: **10022**

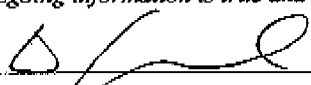
6. Total number of applications and registrations involved: ..... **3**

7. Total fee (37 CFR 3.41)..... \$ **65.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**500675 - Schulte Roth & Zabel LLP/Order No. 059182-0019**  
(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.*

**Daniel Angel, Esq.**            **November 23, 2004**

Name of Person Signing      Signature      Date

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

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

CH \$90.00 600676 2346380

**EXECUTION COPY**ASSIGNMENT FOR SECURITYTRADEMARKS

WHEREAS, UNICCO Service Company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of November 12, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Regiment Capital III, L.P., a Delaware limited partnership, as collateral agent for certain Agents and Lenders referred to therein (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

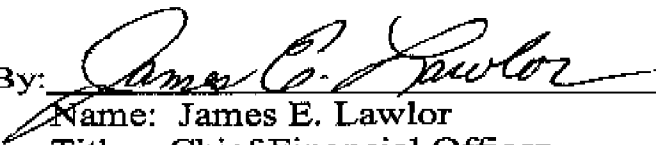
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly  
executed thereunto duly authorized as of November 12, 2004.

UNICCO SERVICE COMPANY

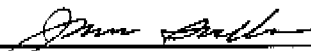
By:   
Name: James E. Lawlor  
Title: Chief Financial Officer

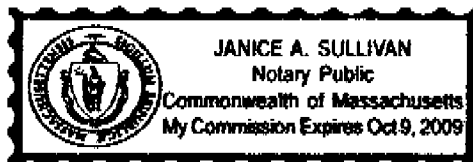
STATE OF MASSACHUSETTS

ss.:

COUNTY OF Middlesex

On this 12 day of November, 2004, before me personally came James Lawlor, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Chief Financial Officer of UNICCO Service Company, a Massachusetts trust, and that s/he executed the foregoing instrument in the firm name of UNICCO Service Company, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

  
\_\_\_\_\_  
Janice Sullivan      10/09/09



**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

Trademarks and Trademark Applications  
Owned by UNICCO Service Company

<b>Trademark (Service Mark)</b>	<b>Registration Number</b>	<b>Registration Date</b>
UNICCO	2,346,380	May 2, 2000
UNICCO Integrated Facilities Services	2,425,482	January 30, 2001
UNI-Q	2,665,789	December 3, 2002

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