

83507-14

Form PTO-1594 (Rev. 03/01) OMB No. 0851-0027 (exp. 5/31/2002) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

<p>1. Name of conveying party(ies):</p> <p>Philip Services Corporation</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>UBS AG Stamford Branch, as agent</u>  Internal  Address: _____  Street Address: <u>677 Washington Blvd.</u>  City: <u>Stamford</u> State: <u>CT</u> Zip: <u>06901</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designation must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 30, 2004</u></p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____  _____</p> <p>B. Trademark Registration No.(s) _____  _____</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Laura Konrath</u>  Internal Address: <u>Winston &amp; Strawn LLP</u>  <u>33rd Floor</u>  _____</p> <p>Street Address: <u>35 W. Wacker Dr.</u>  _____</p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: <u>11</u></p> <p>7. Total fee (37 CFR 3.41) .....\$ <u>290</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>232428</u></p>
<b>DO NOT USE THIS SPACE</b>	
<p>9. Signature.</p> <p><u>Laura Konrath</u>      <u>[Signature]</u>      <u>1/13/05</u>  Name of Person Signing      Signature      Date</p> <p>Total number of pages including cover sheet, attachments, and documents: _____</p>	

CH \$290.00 232428 2418488

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

CONTINUATION ITEM 1

1. PSC Industrial Outsourcing, Inc.
2. RHO - CHEM CORPORATION
3. PSC Industrial Services Canada Inc.

**CONTINUATION ITEM 2**

BANK OF AMERICA, N.A., as agent  
5950 Sherry Lane  
Suite 300  
Dallas, TX 75225

Continuation  
Item 4

## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

	Trademark	Owner	Country	Registration No.	Date of Filing
1.	Advanced Environmental Systems AES & Design	PSC Industrial Outsourcing, Inc.	U.S. Federal	2,418,488	01/09/01
2.	Allwaste & Design	PSC Industrial Outsourcing, Inc.	U.S. Federal	1,549,498	07/25/89
3.	Allwaste	PSC Industrial Outsourcing, Inc.	U.S. Federal	1,541,886	05/30/89
4.	Hydrocarbon Shearing	PSC Industrial Outsourcing, Inc.	U.S. Federal	2,215,595	12/29/98
5.	Chemisolv	PSC Industrial Outsourcing, Inc.	U.S. Federal	1,710,998	09/01/92
6.	Fuelsmart	PSC Industrial Outsourcing, Inc.	U.S. Federal	2,171,547	07/07/98
7.	Life Guard	PSC Industrial Outsourcing, Inc.	U.S. Federal	1,883,110	03/07/95
8.	Philip Services	Philip Services Corporation	U.S. Federal	2,327,917	03/14/00
9.	PSC Philip Services Corp. and Design	Philip Services Corporation	U.S. Federal	2,313,233	02/01/00
10.	PSC	Philip Services Corporation	U.S. Federal	2,320,352	02/22/00
11.	Rho-Thane TF	Rho-Chem Corporation	U.S. Federal	1,527,607	03/07/89
12.	International Group of Companies 73 & Design	Intermetco Limited	Canada	TMA 725,711	01/14/88
13.	Ecosafe	PSC Industrial Services Canada Inc.	Canada	TMA 338,520	03/25/88
14.	Philip Analytical	PSC Industrial Services Canada Inc.	Canada	TMA 588,048	08/25/03
15.	Philip & Design	PSC Industrial Services Canada Inc.	Canada	TMA 475,422	04/29/97
16.	Philip Environmental	PSC Industrial Services Canada Inc.	Canada	TMA 481,169	07/29/94
17.	Philip Services	PSC Industrial Services Canada Inc.	Canada	TMA 514,919	08/20/99
18.	Philip Services Corp. & Design	PSC Industrial Services Canada Inc.	Canada	TMA 501,028	09/21/98
19.	PSC	PSC Industrial Services Canada Inc.	Canada	TMA 501,181	09/24/98

TRADEMARK

REEL: 003014 FRAME: 0027

### Trademark Security Agreement

**Trademark Security Agreement**, dated as of December 3<sup>rd</sup>, 2004, by Philip Services Corporation and certain other Pledgors signatory hereto (the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH and BANK OF AMERICA, N.A., each in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agents").

#### WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agents pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Collateral Agents, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgors hereby agree with the Collateral Agents as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agents for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all business goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agents pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agents shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


[signature page follows]

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


Very truly yours,

PSC INDUSTRIAL OUTSOURCING, INC.

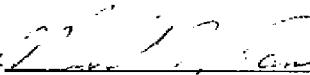
RHO-CHEM CORPORATION

By:   
Name: Michael W. Ramirez  
Title: Vice President

PSC INDUSTRIAL SERVICES CANADA INC.

By:   
Name: David V. Andrews  
Title: Treasurer

PHILIP SERVICES CORPORATION

By:   
Name: Michael W. Ramirez  
Title: Senior Vice President and Chief Financial Officer

[signature page continues]

[trademark security agreement]  
Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: W O  
Name: Winslowe Ogbourne  
Title: Associate Director  
Banking Products  
Services. US

By: Barbara Ezell-McMichael  
Name: Barbara Ezell-McMichael  
Title: Associate Director  
Banking Products Services US

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

[trademark security agreement]  
Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: **Dan Hughes**  
Title: **Vice President**



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	<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Registration No.</b>	<b>Date of Filing</b>
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2.	Allwaste & Design	PSC Industrial Outsourcing, Inc.	U.S. Federal	1,549,498	07/25/89
3.	Allwaste	PSC Industrial Outsourcing, Inc.	U.S. Federal	1,541,886	05/30/89
4.	Hydrocarbon Shearing	PSC Industrial Outsourcing, Inc.	U.S. Federal	2,215,595	12/29/98
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6.	Fuelsmart	PSC Industrial Outsourcing, Inc.	U.S. Federal	2,171,547	07/07/98
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10.	PSC	Philip Services Corporation	U.S. Federal	2,320,352	02/22/00
11.	Rho-Thane TF	Rho-Chem Corporation	U.S. Federal	1,527,607	03/07/89
12.	International Group of Companies 73 & Design	Intermetco Limited	Canada	TMA 120,777	03/25/88
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14.	Philip Analytical	PSC Industrial Services Canada Inc.	Canada	TMA 588,048	08/25/03
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16.	Philip Environmental	PSC Industrial Services Canada Inc.	Canada	TMA 431,169	07/29/94
17.	Philip Services	PSC Industrial Services Canada Inc.	Canada	TMA 514,919	08/20/99
18.	Philip Services Corp. & Design	PSC Industrial Services Canada Inc.	Canada	TMA 501,028	09/21/98
19.	PSC	PSC Industrial Services Canada Inc.	Canada	TMA 501,181	09/24/98

	<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Registration No.</b>	<b>Date of Filing</b>
20.	EQ Environmental Quarterly & Design	PSC Industrial Services Canada Inc.	Canada	TMA 484,214	10/17/97
21.	Allwaste & Design	PSC Industrial Outsourcing, Inc.	Canada	TMA 379,195	02/01/91
22.	Fast Clean	PSC Industrial Outsourcing, Inc.	Canada	TMA 459,505	06/14/96
23.	Fast Draw	PSC Industrial Outsourcing, Inc.	Canada	TMA 456,707	04/19/96
24.	Fast Draw & Design	PSC Industrial Outsourcing, Inc.	Canada	TMA 456,708	04/19/96
25.	Life Guard	PSC Industrial Outsourcing, Inc.	Canada	TMA 452,548	12/29/95