

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Envirocare of Utah, LLC		01/31/2005	limited liability company: UTAH
RECEIVING PARTY DATA			
Name:	Calyon New York Branch		
Street Address:	1301 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Commercial Bank: FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2820898	ENVIROCARE	
Registration Number:	1987012	"THE SAFE ALTERNATIVE"	
Serial Number:	78539216	SAFE AND SECURE	
Registration Number:	1987013		
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4265		
Email:	HWRITM@hunton.com		
Correspondent Name:	Timothy V. Johnson		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Bank of Americal Plaza, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
NAME OF SUBMITTER:	Timothy V. Johnson		
Signature:	/Timothy V. Johnson/		

CH \$115.00 2820898

TRADEMARK

Date:

02/03/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of January 31, 2005, by ENVIROCARE OF UTAH, LLC, a Utah limited liability company ("Grantor"), in favor of CALYON NEW YORK BRANCH, in its capacity as administrative agent for Lenders (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement), by and among Grantor, ENV HOLDINGS LLC, the other Loan Parties from time to time signatory thereto, the Administrative Agent and the other Agents and Lenders from time to time signatory thereto, the Lenders have agreed to make Loans to, and issue Letters of Credit for the benefit of, the Borrower; and

WHEREAS, Administrative Agent and the other Agents and Lenders are willing to make the Loans and issue the Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for itself and the benefit of Lenders, the Borrower's Security Agreement; and

WHEREAS, pursuant to the Borrower's Security Agreement, Grantor is required to execute and deliver this Agreement to the Administrative Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of Grantor's Obligations under the Credit Agreement and other Loan Documents, Grantor hereby grants to the Administrative Agent, for itself and the benefit of Lenders, a continuing first priority security interest (subject to Permitted Liens) 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, without limitation, those set forth on Exhibit A attached 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, and (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for itself and the benefit of Lenders, pursuant to the Borrower's Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Borrower's Security Agreement, the terms and provisions of which are incorporated by reference herein as if set forth at length herein.

3. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following page]

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

GRANTOR:

ENVIROCARE OF UTAH, LLC

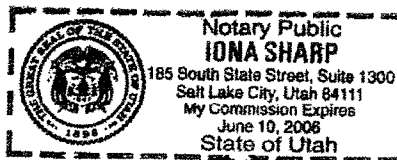
By: [Signature]
R Steve Creamer,
President and Chief Executive Officer

State of Utah)
) ss.:
County of Salt Lake)

On the day of January 27, in the year 2005, before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary

[Notarial Seal]



ACCEPTED AND ACKNOWLEDGED
BY:

ADMINISTRATIVE AGENT:

CALYON NEW YORK BRANCH

By:  _____

Name: Mischa Zabolin

Title: Managing Director

By:  _____

Name: Mark Korevat

Title: Managing Director

Exhibit A
to
Trademark Security Agreement

Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ENVIROCARE	2820898	March 9, 2004
Company Logo	1987013	July 16, 1996
Company Slogan: "THE SAFE ALTERNATIVE"	1987012	July 16, 1996

Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
SAFE AND SECURE	78-539,216	December 28, 2004

Trademark Licenses

None.