

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest Previously Granted		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regiment Capital III, L.P., as collateral agent		06/30/2005	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Regiment Capital Special Situations Fund III, L.P., as collateral agent		
Street Address:	222 Berkeley Street, 12th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2346380	UNICCO	
Registration Number:	2425482	UNICCO INTEGRATED FACILITIES SERVICES	
Registration Number:	2665789		
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Daniel Angel, Esq. (059182/0019)		
Signature:	/sas for da/		

CH \$90.00 2346380

Date:

08/03/2005

Total Attachments: 10

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RESIGNATION AND APPOINTMENT AGREEMENT

RESIGNATION AND APPOINTMENT AGREEMENT, dated as of June 30, 2005 (this "Agreement"), by and among WELLS FARGO FOOTHILL, INC. ("Foothill"), as administrative agent under the Financing Agreement referred to below (in such capacity, the "Administrative Agent"), REGIMENT CAPITAL III, L.P. ("Regiment Capital III"), as collateral agent under the Financing Agreement referred to below (the "Existing Collateral Agent"), REGIMENT CAPITAL SPECIAL SITUATIONS FUND III, L.P., a Delaware limited partnership ("Regiment Capital Special Situations"), individually and in its capacity as successor to certain duties and obligations of Regiment Capital III as collateral agent under the Financing Agreement referred to below, and UNICCO SERVICE COMPANY ("UNICCO") and certain of its subsidiaries as borrowers, (the "Borrowers"), and certain other subsidiaries of UNICCO as guarantors, (the "Guarantors" and, together with the Borrowers, each a "Loan Party" and collectively, the "Loan Parties").

W I T N E S S E T H:

WHEREAS, the Borrowers, the Guarantors, certain lenders (the "Lenders"), the Administrative Agent and the Existing Collateral Agent are parties to that certain First Amended and Restated Financing Agreement, dated as of May 25, 2005, as amended (the "Financing Agreement");

WHEREAS, the Existing Collateral Agent, (i) is the designated grantee under the Financing Agreement and the other Loan Documents of liens and security interests for the benefit of the Lenders (collectively, the "Security Documents"; the Security Documents are sometimes referred to as the "Collateral Documents") evidenced by UCC Financing Statements and PPSA financing statements (the "Perfection Instruments") and (ii) has possession of certain collateral delivered in connection with the execution and delivery of the Financing Agreement and the other Loan Documents (the "Instrument Collateral");

WHEREAS, the Existing Collateral Agent is resigning as collateral agent under the Financing Agreement and the other Loan Documents pursuant to the terms of Section 10.07 of the Financing Agreement and the Required Lenders have informed the Existing Collateral Agent and the Loan Parties that the Required Lenders and the Administrative Agent will, concurrently with such resignation, appoint Regiment Capital Special Situations as successor collateral agent under the Financing Agreement and the other Loan Documents; and

WHEREAS, in connection with the resignation of the Existing Collateral Agent, the Borrower and Regiment Capital Special Situations have requested that Regiment Capital III enter into this Agreement to, among other things, assign all of its right, title and interest in, to and under the Collateral Documents, the Perfection Instruments and the other Loan Documents to Regiment Capital Special Situations, as Collateral Agent and to resign as the Collateral Agent under the Financing Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1.

DEFINITIONS AND OTHER MATTERS

Section 1.1 Unless otherwise defined herein, terms used herein which are defined in the Financing Agreement shall have the meanings given to such terms in the Financing Agreement.

Section 1.2 The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement and all section references herein are to this Agreement unless otherwise specified.

Section 1.3 All terms in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

Section 1.4 Terms not otherwise defined herein which are defined in or used in Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York on the date hereof (the "NY UCC") shall herein have the meanings given to them in Article 9 of the NY UCC.

SECTION 2.

RESIGNATION OF AGENT

Section 2.1 Confirmation of Resignation. Regiment Capital III hereby gives notice of and confirms its resignation as Collateral Agent pursuant to Section 10.07 of the Financing Agreement, effective as of the date hereof. The Loan Parties and the Lenders hereby waive any requirements for prior notice of such resignation pursuant to Section 10.07 of the Financing Agreement.

Section 2.2 Appointment of Successor. The Lenders hereby appoint Regiment Capital Special Situations, effective as of the date hereof, to be a successor to the Existing Collateral Agent pursuant to Section 10.07 of the Financing Agreement, in the capacity of Collateral Agent by appointment under Section 10.01 of the Financing Agreement (in such capacity, the "Collateral Agent").

Section 2.3 Acceptance by Successor. Regiment Capital Special Situations hereby accepts its appointment as provided in Section 2.2 hereof, effective as of the date hereof.

Section 2.4 Consent by Loan Parties. Each Loan Parties hereby consents to the appointment of Regiment Capital Special Situations as Collateral Agent.

SECTION 3.

AGENT ASSIGNMENT AND ACCEPTANCE

Section 3.1 Assignment. Regiment Capital III, in its capacity as Existing Collateral Agent under the Financing Agreement, hereby assigns, as of the date hereof, to Regiment Capital Special Situations, in its capacity as Collateral Agent, for the ratable benefit of the Lenders, all of Regiment Capital III's right, title and interest in, to and under (a) the Collateral and in, to and under all of the Collateral Documents, the Perfection Instruments and any other Loan Document evidencing the grant to Regiment Capital III, in its capacity as Existing Collateral Agent, of any item or security interest in any property or assets of the Loan Parties, (b) the Instrument Collateral, and (c) all proceeds thereof (collectively, the "Assigned Items").

Section 3.2 Acceptance. Regiment Capital Special Situations, in its capacity as Collateral Agent, hereby accepts, as of the date hereof, all of Regiment Capital III's right, title and interest, as Existing Collateral Agent, in, to and under the Assigned Items.

Section 3.4 Effect on Collateral Documents. Effective as of the date hereof, all references in the Collateral Documents to "Regiment Capital III" or the "Collateral Agent" shall be deemed, where appropriate, to be references to Regiment Capital Special Situations as Collateral Agent.

Section 3.5 Further Assurances. Regiment Capital III, in its capacity as Existing Collateral Agent, shall promptly execute and deliver, from time to time, upon the reasonable written request of the Collateral Agent, and at the expense of the Borrower, any and all such further instruments and documents and take such further reasonable action as the Collateral Agent may reasonably deem necessary in obtaining the full benefits of this Agreement, the Collateral Documents and the rights and powers herein and therein granted. In the event that, on or after the date hereof, Regiment Capital III receives any proceeds of Collateral which are delivered to it, in its capacity as Existing Collateral Agent under the Financing Agreement, the Loan Parties, and Regiment Capital Special Situations, as Collateral Agent, and the Lenders hereby agree that the only obligation of Regiment Capital III in its capacity as Existing Collateral Agent shall be to forward, at the joint and several expense of the Borrowers, such proceeds or funds to Regiment Capital Special Situations, in its capacity as Collateral Agent, in accordance with the written instructions given by Regiment Capital Special Situations to Regiment Capital III on the date hereof, and that Regiment Capital III shall incur no liability in connection therewith to the extent such proceeds or funds are accorded treatment that would not constitute gross negligence or willful misconduct on the part of Regiment Capital III. Regiment Capital III authorizes Regiment Capital Special Situations to file UCC Financing Statements or other assignment instruments assigning all of Existing Collateral Agent's rights under the Collateral Documents to Regiment Capital Special Situations in its capacity as Collateral Agent which assignments or other instruments will be substantially similar in form and substance to such assignments or other instruments delivered on the date hereof or as may be reasonably necessary to effect the assignments.

SECTION 4.

DELIVERY OF COLLATERAL

Section 4.1 Delivery of Instrument Collateral. Regiment Capital III, in its capacity as Existing Collateral Agent, shall promptly deliver to Regiment Capital Special Situations, in its capacity as Collateral Agent, all of the Instrument Collateral.

SECTION 5.

EXPENSES AND RELEASE

Section 5.1 Expenses. All out-of-pocket fees and expenses (including reasonable attorneys' fees and expenses) of the Existing Collateral Agent incurred in connection with this Agreement or the assignment of the Assigned Items to Regiment Capital Special Situations, in its capacity as Collateral Agent, as and when described herein, including, without limitation, any fees for filing of record of any instrument effecting or giving notice of the assignment evidenced hereby shall be at the expense of and are for the account of the Borrowers, payable upon demand therefor by any Existing Collateral Agent.

Section 5.2 Indemnification. Each Loan Party and Regiment Capital III hereby confirms and agrees that the provisions of Sections 10.05 and 10.07(b) of the Financing Agreement as they pertain to the Existing Collateral Agent shall survive Regiment Capital III's resignation as Existing Collateral Agent and that any obligations of the Borrowers under such Sections shall continue to constitute "Obligations" under the Financing Agreement and any restatements thereof.

Section 5.3 Exculpatory Provisions. Regiment Capital III shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations or warranties contained in the Financing Agreement or in the Collateral Documents. Regiment Capital III does not make any representation or warranty whatsoever as to the value or condition of the Collateral, the Assigned Items or any part thereof, or as to the title of any of the grantors thereto or as to the security afforded by the Collateral Documents, the Assigned Items, the Instrument Collateral, or this Agreement, or as to the validity, execution, enforceability, legality or sufficiency of this Agreement or any Collateral Document, Assigned Item or Collateral or of the Indebtedness and other obligations secured thereby, or the validity, perfection or priority of any Lien in the Collateral, and Regiment Capital III shall not incur any liability or responsibility whatsoever in respect of any such matters.

Section 5.4 Release. Each of the Loan Parties and their Subsidiaries, the Administrative Agent, Regiment Capital Special Situations and each of the Lenders do hereby release, discharge and acquit the Existing Collateral Agent and its parent, subsidiary and affiliate corporations, officers, directors, partners, employees, attorneys and agents and their respective predecessors, successors and assigns (collectively, the "Existing Agent Parties"), of and from any duty, liability, obligation (if any) or claim of any nature whatsoever arising under the Financing or the other Loan Documents or any other related agreement, instrument or document (the "Existing Agent Claims"), but, excluding any claim arising as a result of a breach of this

Agreement by the Existing Collateral Agent, or as a result of arising out of the gross negligence or willful misconduct of any Existing Agent Party. The Loan Parties expressly waive the right to assert or attempt to assert against Regiment Capital Special Situations any Existing Agent Claim that they may have had against any Existing Agent Party that is released herein.

SECTION 6.

EFFECTIVENESS OF AGREEMENT; MISCELLANEOUS

Section 6.1 Conditions. This Agreement shall be and become effective as of the date first above written upon execution and delivery of this Agreement by each of the parties hereto.

Section 6.2 Headings. Section, subsection and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 6.3 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns, and nothing herein or in any other agreement executed or delivered in connection herewith is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement, any Security Document, Instrument Collateral, or the Collateral.

Section 6.5 Conflict with Other Agreements. The parties agree that in the event of any conflict between the provisions of this Agreement and the provisions of any of the Collateral Documents, the provisions of this Agreement shall control.

Section 6.6 GOVERNING LAW. THE PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Section 6.7 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

Section 6.8 Notices. All notices, requests, demands and other communications provided for or permitted hereunder shall be in writing (including telecopy communications), shall be sent by mail, telecopier or hand delivery to the addresses of the parties set forth in section 12.01 of the Financing Agreement (until notice of a change thereof is delivered as provided in this Section 5.8) and, except as otherwise provided in this Agreement, the cost thereof shall be for the sole account of the Borrowers (on a joint and several basis). All such notices, requests, demands and communications shall, to be effective hereunder, be in writing or

by a telecommunications device capable of creating a written record, and shall be effective when received.

[Signature Pages to follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

ADMINISTRATIVE AGENT, REVOLVING
LOAN LENDER AND TERM LOAN A LENDER:

WELLS FARGO FOOTHILL, INC.

By: _____

Name: _____

Title: _____

COLLATERAL AGENT AND TERM
LOAN B LENDER:

REGIMENT CAPITAL SPECIAL SITUATIONS
FUND III, L.P.

By: Regiment Capital GP, LLC,
its General Partner

By: _____

Name: _____

Title: _____

EXISTING COLLATERAL AGENT

REGIMENT CAPITAL III, L.P.

By: Regiment Capital Management L.L.C.,
its General Partner

By: Regiment Capital Advisors, L.L.C.,
its Manager

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

ADMINISTRATIVE AGENT, REVOLVING
LOAN LENDER AND TERM LOAN A LENDER:

WELLS FARGO FOOTHILL, INC.

By: _____

Name:

Title:

COLLATERAL AGENT AND TERM
LOAN B LENDER:

REGIMENT CAPITAL SPECIAL SITUATIONS
FUND III, L.P.

By: Regiment Capital GP, LLC,
its General Partner

By: _____

Name: *Mark A. Brostowski*

Title: *Authorized Signatory*

EXISTING COLLATERAL AGENT

REGIMENT CAPITAL III, L.P.

By: Regiment Capital Management L.L.C.,
its General Partner

By: Regiment Capital Advisors, L.L.C.,
its Manager

By: _____

Name: *Mark A. Brostowski*

Title: *Authorized Signatory*

BORROWERS:

UNICCO SERVICE COMPANY

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

UNICCO GOVERNMENT SERVICES, INC.

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

UNICCO SERVICE OF N.J., INC.

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

UNICCO SERVICE OF M.I., INC.

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

UNICCO SERVICE COMPANY OF
HAWAII, INC.

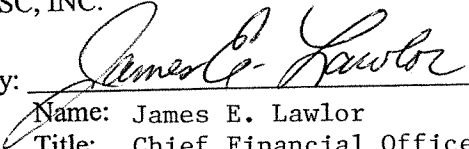
By: James E. Lawlor
Name: James E. Lawlor
Title: Chief Financial Officer

GUARANTORS:

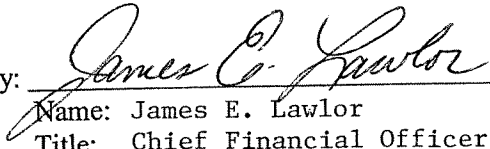
UNICCO FACILITY SERVICES CANADA
COMPANY

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

USC, INC.

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

UNICCO FINANCE CORP.

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