

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SSH Acquisition, Inc.		09/16/2005	CORPORATION: DELAWARE
Soil Safe Holdings, Inc.		09/16/2005	CORPORATION: DELAWARE
Soil Safe, Inc.		09/16/2005	CORPORATION: DELAWARE
Soil Safe of California, Inc.		09/16/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Capital Financial Services, Inc.		
<b>Street Address:</b>	2 Bethesda Metro Center, 14th Floor		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78282275	SOILSAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	marcus.villanueva@weil.com, phyllis.eremitaggio@weil.com		
<b>Correspondent Name:</b>	Weil, Gotshal & Manges c/o Marcus Villanueva		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	14082.0105		
<b>NAME OF SUBMITTER:</b>	Marcus Villanueva		
<b>Signature:</b>	/Marcus Villanueva/		

CH \$40.00 78282275

Date:

10/05/2005

**Total Attachments: 5**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 16, 2005, by and between SSH Acquisition, Inc., a Delaware corporation ("Parent"), Soil Safe Holdings, Inc., a Delaware corporation ("Holdings"), Soil Safe, Inc., a Delaware corporation (the "Company") and Soil Safe of California, Inc., a Delaware corporation ("SS of CA" and, together with each entity that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement referred to below, each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the "First Lien Agent").

### RECITALS:

A. Pursuant to the Credit Agreement dated as of September 16, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the Lenders (as defined in the Credit Agreement) at any time party thereto, and the First Lien Agent as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Parent, Holdings and SS of CA have guaranteed the Obligations pursuant to that certain First Lien Guaranty dated as of September 16, 2005, by and between Parent, Holdings, and SS of CA and each of the other entities listed on the signature pages thereof that becomes party thereto (together with Parent, Holdings and SS of CA, the "Guarantors"), in favor of the First Lien Agent as administrative and collateral agent for the Lenders from time to time party to the Credit Agreement; and

C. All the Grantors are party to that certain First Lien Pledge and Security Agreement dated as of September 16, 2005 (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the First Lien Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the First Lien Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the First Lien Pledge and Security Agreement and used herein have the meanings assigned to such terms in the First Lien Pledge and Security Agreement.

## SECTION 2. Grant of Security Interest in Trademark Collateral

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I 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 Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

## SECTION 3. First Lien Pledge and Security Agreement

3.1 The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Signature page follows]*


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

Very truly yours,

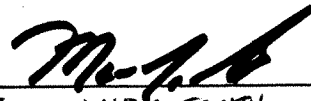
SSH ACQUISITION, INC.,  
as Grantor

By   
Name: MARK SMITH  
Title: PRESIDENT

SOIL SAFE HOLDINGS, INC.,  
as Grantor

By   
Name: MARK SMITH  
Title: PRESIDENT

SOIL SAFE, INC.,  
as Grantor

By   
Name: MARK SMITH  
Title: PRESIDENT

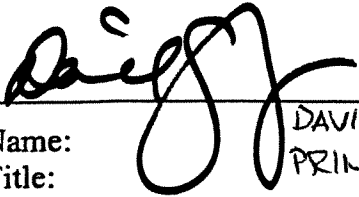
SOIL SAFE OF CALIFORNIA, INC.,  
as Grantor

By   
Name: MARK SMITH  
Title: PRESIDENT

ACCEPTED AND AGREED

as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By   
Name: DAVID STEINGLASS  
Title: PRINCIPAL

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003170 FRAME: 0819

**SCHEDULE I**

**TO**

**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

<b>Mark</b>	<b>Serial Number</b>	<b>Date</b>
SOILSAFE	78282275	8/1/03