

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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

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TRADEMARK
REEL: 003171 FRAME: 0861

Date:

10/07/2005

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND 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 Second 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 Second Lien Pledge and Security Agreement referred to below) (in such capacity, the "Second Lien Agent").

RECITALS:

A. Pursuant to the Note and Equity Purchase Agreement dated as of September 16, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") by and among the Grantors, the Purchasers (as defined in the Note Purchase Agreement) at anytime party thereto and the Second Lien Agent as administrative and collateral agent for the Purchasers, the Purchasers have agreed, subject to the terms and conditions set forth in the Note Purchase Agreement, to purchase Notes from the Grantors;

B. The Grantors have guaranteed the Obligations pursuant to that certain Second 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 Second Lien Agent as administrative and collateral agent for the Purchasers; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Second Lien Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Second Lien Pledge and Security Agreement and used herein have the meanings assigned to such terms in the Second 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 Second Lien Agent, for the benefit of the Secured Parties, and grants to the Second 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. Second Lien Pledge and Security Agreement


3.1 The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second 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 officer 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

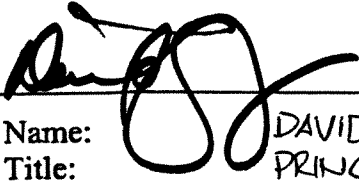
SOIL SAFE OF CALIFORNIA, INC.,
as Grantor

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 STEIN GLASS
Title: PRINCIPAL

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003171 FRAME: 0866

SCHEDULE I

TO

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Mark	Serial Number	Date
SOILSAFE	78282275	8/1/03