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
Professional Service Industries, Inc.		10/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Royal Bank of Scotland plc
Street Address:	101 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10178
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2672466	FACILITY DOCTOR
Registration Number:	2320192	INFORMATION TO BUILD ON
Registration Number:	2268530	PTL
Registration Number:	2271754	PTL PITTSBURGH TESTING LABORATORY
Registration Number:	1702939	ROOFMAP
Serial Number:	78720578	ONE COMPANY, ONE CALL
Registration Number:	2014809	PSI

OP $190.00 2672466

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Julie L. Dalke
Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	038264-0039
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	11/11/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 31, 2005 is entered into by Professional Service Industries, Inc., a Delaware corporation (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and The Royal Bank of Scotland plc, as collateral agent for the Secured Parties (in such capacity the "Collateral Agent").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a separate security interest to Collateral Agent in substantially all of its personal property whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of October 31, 2005 among the Grantors, the Collateral Agent and the other parties thereto (the "Security Agreement").

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties a separate security interest in all of such 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to on Schedule A hereto (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

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SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the applicable Secured Parties pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

SECTION 5. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

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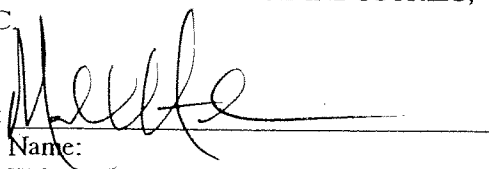
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

PROFESSIONAL SERVICE INDUSTRIES, INC.

By: 
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC,
as the Collateral Agent

By: _____
Name: Maria F. Medina
Title: Managing Director

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

Trademark	Application No. Application Date	Registration No. Registration Date	Class of Goods/Services	Comments / Lien Information
FACILITY DOCTOR	75/617,144 January 6, 1999	2,672,466 January 7, 2003	Classes 37 and 42	Disclaims "FACILITY"
INFORMATION TO BUILD ON	75/426,328 January 30, 1998	2,320,192 February 22, 2000	Classes 37, 41 and 42	SECURITY INTEREST recorded in favor of **General Electric Capital Corporation**, as Agent Signed: September 5, 2002 Recorded: September 25, 2002 Reel/Frame: 2589/0424
ONE COMPANY, ONE CALL	78/720,578 September 26, 2005		Classes 37, 41 and 42	Newly filed application, not yet assigned to an Examiner
PSI (design plus letters)	74/615,678 December 27, 1994	2,014,809 November 12, 1996	Classes 37, 41 and 42	SECURITY INTEREST recorded in favor of **General Electric Capital Corporation**, as Agent Signed: September 5, 2002 Recorded: September 25, 2002 Reel/Frame: 2589/0424
PTL (design plus letters)	75/432,952 February 12, 1998	2,268,530 August 10, 1999	**Certification** mark covering "Plywood, structural panels and other building materials"	SECURITY INTEREST recorded in favor of **General Electric Capital Corporation**, as Agent Signed: September 5, 2002 Recorded: September 25, 2002 Reel/Frame: 2589/0424
PTL Pittsburgh Testing Laboratory (design plus words and letters)	75/432,951 February 12, 1998	2,271,754 August 24, 1999	**Certification** mark covering "Plywood, structural panels and other building materials"	Partial Section 2(F) Certification SECURITY INTEREST recorded in favor of **General Electric Capital Corporation**, as Agent Signed: September 5, 2002 Recorded: September 25, 2002 Reel/Frame: 2589/0424
ROOFMAP	74/158,539 April 18,	1,702,939 July 28,	Class 9	SECURITY INTEREST recorded in favor of

Trademark	Application No. Application Date	Registration No. Registration Date	Class of Goods/Services	Comments / Lien Information
	1991	1992		General Electric Capital Corporation, as Agent Signed: September 5, 2002 Recorded: September 25, 2002 Reel/Frame: 2589/0424

III. U.S. TRADEMARK APPLICATIONS

RECORDED: 11/11/2005

TRADEMARK
REEL: 003193 FRAME: 0246