

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
LVI Services Inc.		11/16/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Collateral Agent		
Street Address:	300 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	a Canadian chartered bank acting through its U.S. agency:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2364193	NSC CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0013		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		
Date:	11/30/2005		

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Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, supplemented or otherwise modified from time to time) (this "Agreement"), dated as of November [], 2005 is entered into by **LVI Services Inc.**, a Delaware corporation (the "Company") and certain of its affiliates listed in the signature block hereto (collectively, the "Grantors") in favor of **Canadian Imperial Bank of Commerce**, as Collateral Agent ("Collateral Agent") for the Secured Parties set forth in the Credit Agreement (as defined below) (the "Secured Party").

WHEREAS, the Grantors, the Lenders party to the Credit Agreement (as defined below) from time to time (the "Lenders"), CIBC World Markets Corp., as lead arranger and sole book runner, Collateral Agent and certain other parties as named therein have entered into a Credit and Guaranty Agreement, dated as of November [], 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Pledge and Security Agreement, dated as of November [], 2005, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement")

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Party, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities

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 Secured Party 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.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Party, a security interest in and continuing lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, state, and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder);

(c) all renewals of the foregoing;

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

(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;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time: an application to register a Trademark in the U.S. Patent and Trademark Office based on a Grantor's "intent to use" such Trademark, and *provided further* that at such time a Statement of Use or Amendment to Allege Use is filed therein such Trademark application shall be considered automatically included in the Trademark Collateral.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Pledge and Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. 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 Pledge and 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 6. GENERAL.

(a) 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.**

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

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

LVI SERVICES INC.

By: SKR. B...
Name:
Title:

LVI ACQUISITION CORPORATION

By: SKR. B...
Name:
Title:

LVI PARENT CORP.

By: SKR. B...
Name:
Title:

LVI ENVIRONMENTAL SERVICES INC.
(California)

By: SKR. B...
Name:
Title:

LVI ENVIRONMENTAL SERVICES INC.
(Colorado)

By: SKR. B...
Name:
Title:

LVI ENVIRONMENTAL SERVICES INC.
(Florida)

By: SKR. B...
Name:
Title:

LVI ENVIRONMENTAL SERVICES INC.
(Illinois)

By: STR. Bm.
Name:
Title:

LVI ENVIRONMENTAL SERVICES OF NEW
ORLEANS, INC.

By: STR. Bm.
Name:
Title:

LVI ENVIRONMENTAL SERVICES INC.
(Massachusetts)

By: STR. Bm.
Name:
Title:

LVI ENVIRONMENTAL SERVICES INC.
(Michigan)

By: STR. Bm.
Name:
Title:

LVI ENVIRONMENTAL OF NEVADA INC.

By: STR. Bm.
Name:
Title:

LVI ENVIRONMENTAL SERVICES INC.
(New Jersey)

By: STR. Bm.
Name:
Title:

LVI ENVIRONMENTAL SERVICES INC.
(Oklahoma)

By: STR. Bm.
Name:
Title:

LVI SERVICES OF NORTH CAROLINA INC.
(Tennessee)

By: STR. Bm.
Name:
Title:

ASI/LVI ENVIRONMENTAL SERVICES INC.

By: STR. Bm.
Name:
Title:

CERTIFIED/LVI ENVIRONMENTAL SERVICES
INC.

By: STR. Bm.
Name:
Title:

TEG/LVI ENVIRONMENTAL SERVICES INC.

By: STR. Bm.
Name:
Title:

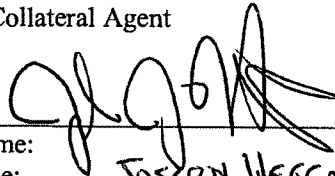
IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE,
as the Collateral Agent

By: _____

Name:

Title:



JOSEPH HEGGENBALT
AUTHORIZED SIGNATORY

ACKNOWLEDGMENT OF GRANTORS

STATE OF _____)
) ss.
COUNTY OF _____)

On this [] day of [], 20[] before me personally appeared [], [], and [] proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of the Grantor[s], who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)
NSC CORPORATION	U.S.	U.S. Reg. # 2,364,193	July 4, 2000