

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended & Restated First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SSH Acquisition, Inc.		12/07/2005	CORPORATION: DELAWARE
Soil Safe, Inc.		12/07/2005	CORPORATION: DELAWARE
Soil Safe of California, Inc.		12/07/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	1211 Avenue of the Americas, 21st Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78282275	SOILSAFE	
CORRESPONDENCE DATA			
Fax Number:	(212)836-6651		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-836-7231		
Email:	cjan@kayescholer.com		
Correspondent Name:	Cindy Jan, Esq.		
Address Line 1:	425 Park Avenue		
Address Line 2:	c/o Kaye Scholer LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Johanne Remy		
Signature:	/s/ Johanne Remy		

CH \$40.00 78282275

Date:

12/15/2005

Total Attachments: 6

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**AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY
AGREEMENT**

AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2005, by and between SSH Acquisition, Inc., a Delaware corporation ("Parent"), Soil Safe, Inc., a Delaware corporation (the "Company") and Soil Safe of California, Inc., a Delaware corporation ("SS of CA" and, together with Parent, the Company and 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 CIT Lending Services Corporation ("CIT"), 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"), amending and restating the First Lien Trademark Security Agreement, dated as of September 16, 2005, by and between Parent, Soil Safe Holdings, Inc., the Company, SS of CA and each other entity party thereto in favor of American Capital Financial Services, Inc., as agent for the Secured Parties.

RECITALS:

A. Pursuant to the Amended and Restated Credit Agreement dated as of December 7, 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 and SS of CA have guaranteed the Obligations pursuant to that certain Amended and Restated First Lien Guaranty dated as of December 7, 2005, by and between Parent and SS of CA and each of the other entities listed on the signature pages thereof that becomes party thereto (together with Parent 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 Amended and Restated First Lien Pledge and Security Agreement dated as of December 7, 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

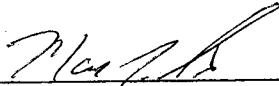
3.1 The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and 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]

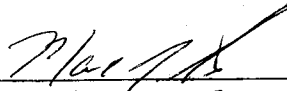
IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

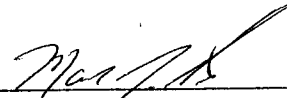
SSH ACQUISITION, INC.,
as Grantor

By 
Name: MARK SMITH
Title: PRESIDENT

SOIL SAFE, 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:

CIT LENDING SERVICES CORPORATION,
as First Lien Agent

By 

Name: *DAVID M. HARWITZ*

Title: *Authorized Signatory*

ACKNOWLEDGMENT OF GRANTOR

STATE OF) Maryland

) ss.

COUNTY OF) Carroll

On this 6th day of December, 2005 before me personally appeared Mark Smith, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Soil Safe, Inc., 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.

Shawn L. Day
Notary Public

SCHEDULE I

TO

FIRST LIEN TRADEMARK SECURITY AGREEMENT

Mark	Serial Number	Date
SOILSAFE	78282275	8/1/03