

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
OneSource Holdings, Inc.		12/22/2005	CORPORATION: DELAWARE
OneSource Building Services, Inc.		12/22/2005	CORPORATION: ILLINOIS
OneSource Energy Services, Inc.		12/22/2005	CORPORATION: DELAWARE
OneSource Facility Services, Inc.		12/22/2005	CORPORATION: DELAWARE
OneSource Landscape & Golf Services, Inc.		12/22/2005	CORPORATION: DELAWARE
OneSource Metal & Marble, Inc.		12/22/2005	CORPORATION: NEW YORK
OneSource Management, Inc.		12/22/2005	CORPORATION: DELAWARE
OneSource N.Y., Inc.		12/22/2005	CORPORATION: DELAWARE
OneSource Painting, Inc.		12/22/2005	CORPORATION: DELAWARE
OneSource Pest Control, Inc.		12/22/2005	CORPORATION: DELAWARE
OneSource Property Holdings, Inc.		12/22/2005	CORPORATION: DELAWARE
Total Building Maintenance, Inc.		12/22/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	8th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339-3153
Entity Type:	Bank - National Association:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	75586040	ONE SOURCE
Serial Number:	75607825	

CORRESPONDENCE DATA

900040199

TRADEMARK
REEL: 003230 FRAME: 0732

CH \$65.00 75586040

Fax Number: (704)373-8839

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704-373-8065

Email: rlucas@mcguirewoods.com

Correspondent Name: Gina M. Lucas

Address Line 1: 100 N. Tryon St., Suite 2900

Address Line 2: McGuireWoods LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	01/19/2006

Total Attachments: 7

source=1source#page1.tif

source=1source#page2.tif

source=1source#page3.tif

source=1source#page4.tif

source=1source#page5.tif

source=1source#page6.tif

source=1source#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2005, by ONESOURCE HOLDINGS, INC., a Delaware corporation ("OHI") and each of OHI's Subsidiaries identified on the signature pages hereof (such Subsidiaries, together with OHI are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent ("Agent") for itself and the Lenders from time to time party to the Credit Agreement, as hereinafter defined ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among OneSource Holdings, Inc., a Delaware corporation ("OneSource" or "OHI"), Southern Management Co., an Alabama partnership ("SMC"), and each of OHI's subsidiaries signatory thereto, the other Persons signatory thereto as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and the other Credit Parties that are signatories thereto shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 of its Trademarks and Trademark Licenses to which it is a party including 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 products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights, remedies and obligations of 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.

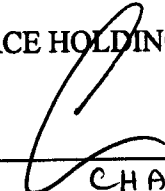
4. SECTION TITLES. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

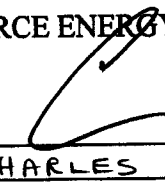
GRANTORS: ONESOURCE HOLDINGS, INC.

By: 
Name: CHARLES E. MILLER
Title: CFO

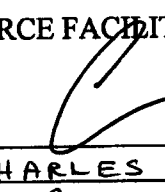
ONESOURCE BUILDING SERVICES,
INC.

By: 
Name: CHARLES E. MILLER
Title: CFO

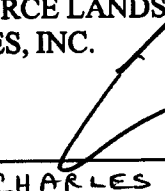
ONESOURCE ENERGY SERVICES, INC.

By: 
Name: CHARLES E. MILLER
Title: CFO

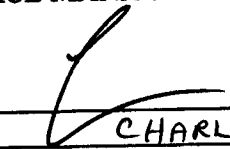
ONESOURCE FACILITY SERVICES, INC.

By: 
Name: CHARLES E. MILLER
Title: CFO


ONESOURCE LANDSCAPE & GOLF
SERVICES, INC.

By: 
Name: CHARLES E. MILLER
Title: CFO


ONESOURCE MANAGEMENT, INC.

By: 
Name: CHARLES E. MILLER
Title: CFO


ONESOURCE METAL & MARBLE, INC.

By: 
Name: CHARLES E. MILLER
Title: CFO


ONESOURCE N.Y., INC.

By: 
Name: CHARLES E. MILLER
Title: CFO

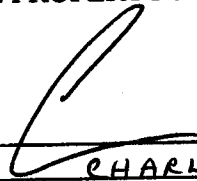
ONESOURCE PAINTING, INC.

By: 
Name: CHARLES E. MILLER
Title: CFO

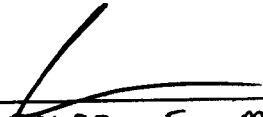
ONESOURCE PEST CONTROL, INC.

By: 
Name: CHARLES E. MILLER
Title: CFO

ONESOURCE PROPERTY HOLDINGS,
INC.

By: 
Name: CHARLES E. MILLER
Title: CFO

TOTAL BUILDING MAINTENANCE

By: 
Name: CHARLES E. MILLER
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: Walter T. Shellman
Name: Walter T. Shellman
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)

COUNTY OF Cobb)

ss.

On this 21st day of December, 2005 before me personally appeared Walter T. Shellman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bank of America, N.A. 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.

Angela B. Stenley
Notary Public

{seal}

Notary Public, Paulding County, Georgia
My Commission Expires June 6, 2009

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK APPLICATIONS

MARK	NUMBER	DATE
none		

TRADEMARK LICENSES*

MARK	NUMBER	DATE
ONESOURCE	75/586,040	11/10/98
OneSource Logo	75/607,825	12/18/98

* License rights in the scheduled marks obtained pursuant to License Agreement between Carlisle Finance, S.A., as Licensor, and OHI , certain of the other Grantors and certain other parties as Licensees.