

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Acknowledgement of Intellectual Property Collateral Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TOWER CLEANING SYSTEMS, INC.	FORMERLY USM Acquisition Corp.	01/23/2006	CORPORATION: PENNSYLVANIA
USM HOLDINGS CORP.		01/23/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITALSOURCE FINANCE LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1630278	TOWER CLEANING SYSTEMS
Registration Number:	1807863	TOWER
Registration Number:	2350978	U. S. MAINTENANCE
Serial Number:	76597045	US MAINTENANCE
Serial Number:	76596720	US MAINTENANCE
Serial Number:	76596719	US MAINTENANCE
Serial Number:	76596718	US MAINTENANCE
Serial Number:	78528732	DAYSTAR USA

CORRESPONDENCE DATA

Fax Number: (617)856-8201

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

CH \$215.00 1630278

Phone: 617-856-8145
Email: ip@brownrudnick.com
Correspondent Name: Mark S. Leonardo
Address Line 1: One Financial Center
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23324 16
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	01/27/2006

Total Attachments: 6
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**FIRST AMENDMENT TO ACKNOWLEDGMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This First Amendment to Acknowledgment of Intellectual Property Collateral Lien (this "Amendment") is dated as of January 23, 2006, by each of TOWER CLEANING SYSTEMS, INC., a Pennsylvania corporation (f/k/a USM Acquisition Corp.) ("Tower") and USM HOLDINGS CORP., a Delaware corporation ("Parent" and together with Tower, each a "Grantor" and collectively, the "Grantors"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders under the Loan Agreement (in such capacities, "Secured Party"). This Amendment amends that certain Acknowledgement of Intellectual Property Collateral Lien dated as of August 6, 2003 among the Grantors party thereto and Secured Party, for the benefit of the Lenders (the "Acknowledgement"). Capitalized terms used herein and not defined herein shall have the same meanings given to such terms in the Acknowledgment.

WITNESSETH:

WHEREAS, Grantors have entered into, among other documents, the Acknowledgement and the Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of June 16, 2005 ("Original Loan Agreement"), as amended by the First Amendment to Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of August 24, 2005 ("First Amendment"), the Second Amendment to Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of October 28, 2005 ("Second Amendment") and the Third Amendment and Waiver to Revolving Credit, Term Loan and Security Agreement dated as of the date hereof ("Third Amendment"), each by and among Grantors, Secured Party and the Lenders (the Original Loan Agreement, First Amendment, Second Amendment and Third Amendment, collectively, and as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Third Amendment and to the Secured Party and Lenders making any additional Loans or other financial accommodations to or for the benefit of Grantors under the Loan Agreement, subject to the conditions set forth therein, that, among other things, Grantors execute and deliver to Secured Party this Amendment, for the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Third Amendment and to continue to make Loans to the Grantors under the Loan Agreement, subject to the conditions set forth therein, each Grantor hereby agrees with Secured Party as follows:

Section 1. Amendments.

(D) Schedule I to the Acknowledgement is hereby amended to add the Trademark and Trademark Licenses, as applicable, set forth on Schedule A to this Amendment, which Trademarks and Trademark Licenses: (a) shall be and hereby are made Trademarks and Trademark Licenses, as applicable, under and pursuant to the Acknowledgement in all respects; (b) shall be and hereby are Trademarks and Trademark Licenses referred to in the Acknowledgement; and (c) shall constitute security for the Obligations. In connection with the foregoing, all references to Schedule I in the Acknowledgement are hereby deemed to refer to

Schedule I as amended by Schedule A to this Amendment. Grantors represent and warrant to Secured Party, for the benefit of the Lenders: (i) that the Trademarks and Trademark Licenses set forth on Schedule I as amended by Schedule A to this Amendment constitute all of the Trademarks and Trademark Licenses of Grantors; and (ii) that the Intellectual Property Collateral set forth in Schedule I, Schedule II and Schedule III of the Acknowledgement, as amended hereby, constitute all of the Intellectual Property Collateral that is owned by Grantors.

(II) A new Section 4 shall be and hereby is added to the Acknowledgement as follows:

Section 4. New Intellectual Property. If, before the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Loan Agreement shall have been terminated, any Grantor shall obtain rights to any new Intellectual Property Collateral, then the provisions of Section 2 of this Acknowledgement and Section 2.13 of the Loan Agreement shall automatically apply thereto and such Grantor shall give to Secured Party prompt written notice thereof. In furtherance and not in limitation of Section 6.12 of the Loan Agreement, each Grantor hereby authorizes Secured Party: (a) to modify this Acknowledgement, without the necessity of any Grantor's further approval or signature, by noting any future acquired Intellectual Property Collateral on Schedule I, Schedule II and/or Schedule III hereto, as applicable; provided, however, that the failure of Secured Party to make any such notation shall not limit or affect the obligations of such Grantor or rights of Secured Party hereunder; and (b) to take such further actions as may be necessary or appropriate to obtain and perfect the Secured Party's security interest in any such right, title or interest of such Grantor, including but not limited to recording such amended Schedule I, Schedule II and/or Schedule III, as applicable, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, in each case without the necessity of any Grantor's further approval or signature; provided, however, that the failure of Secured Party to make any such filing shall not limit or affect the obligations of any Grantor or rights of Secured Party hereunder."

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Secured Party in all of Grantor's right, title, and interest in, to, the Intellectual Property Collateral and under the Acknowledgement and the Loan Agreement, including, without limitation, as identified on Schedule I, Schedule II and Schedule III to the Acknowledgement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Secured Party continuing security interests in all of Grantor's right, title, and interest in, to, and under the Trademarks and Trademark Licenses identified on Schedule A attached hereto as fully as if such Trademarks and Trademark Licenses had originally been located on Schedule I (in accordance with Section 2 of the Acknowledgement as amended by this Amendment); (c) represents and warrants that the representations and warranties in the Acknowledgement, as amended by this Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date; and (d) agrees that the Acknowledgement, as amended hereby, is and shall remain in full force and effect.

Section 3. Severability. The provisions of this Amendment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or

part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Amendment in any jurisdiction.

Section 4. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by facsimile also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment. The foregoing shall apply to each other Loan Document *mutatis mutandis*. This Amendment shall be deemed to be a Loan Document.

Section 5. Successors and Assigns. This Amendment shall be binding upon the Grantor and its respective successors and permitted assigns and shall inure to the benefit of Secured Party and its respective successors, assigns and nominees.

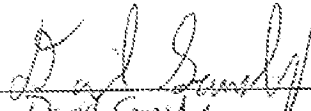
Section 6. MISCELLANEOUS. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTORS AND SECURED PARTY UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE LOAN AGREEMENT AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE LOAN AGREEMENT.

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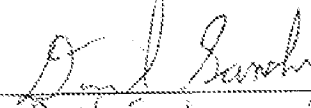
*Signature Page To First Amendment to
Acknowledgment Of Intellectual Property Collateral Lien*

IN WITNESS WHEREOF, each Grantor has caused this First Amendment to Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

TOWER CLEANING SYSTEMS, INC.

By: 
Name: David Goshko
Title: President & Chief Executive Officer

USM HOLDINGS CORP.

By: 
Name: David Goshko
Title: President & Chief Executive Officer

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name:
Title:

*Signature Page To First Amendment to
Acknowledgment Of Intellectual Property Collateral Lien*

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TOWER CLEANING SYSTEMS, INC.

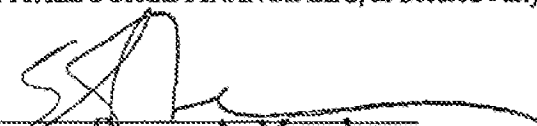
By: _____
Name: _____
Title: _____

USM HOLDINGS CORP.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Name: **Steven A. Museles**
Title: **Senior Vice President**

SCHEDULE A
to
FIRST AMENDMENT TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY
COLLATERAL LIEN

(ADDITIONS TO SCHEDULE I TO ACKNOWLEDGEMENT)

TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

US Trademarks/ServiceMarks

- US registration for "TOWER CLEANING SYSTEMS", Reg. No. 1,630,278
- US registration for "TOWER" with logo, Reg. No. 1,807,863
- Canadian registration for "TOWER CLEANING SYSTEMS", Reg. No. 467,476
- Canadian registration for "TOWER" with logo, Reg. No. TMA 464,253
- Canadian registration for "TOWER CLEANING SYSTEMS", Reg. No. TMA 541,948
- US Maintenance Servicemark, Reg. No. 2,350,978
- U.S. Maintenance plus design Servicemark application No. 76/597,045
- U.S. Maintenance plus design Servicemark application No. 76/596,720
- U.S. Maintenance (Block) Trademark application No. 76/596,719
- U.S. Maintenance (Block) Servicemark application No. 76/596,718

B. TRADEMARK APPLICATIONS

- DAYSTAR USA, Serial No: 78528732, Application Date: December 7, 2004

C. TRADEMARK LICENSES

None.

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