

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
United Site Services, Inc.		03/23/2006	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent		
<b>Street Address:</b>	222 N. LaSalle Street, 16th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78680259	UNITED SITE SERVICES WWW.UNITEDSITESERVICES.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-201-3865		
<b>Email:</b>	sharon.patterson@goldbergekohn.com		
<b>Correspondent Name:</b>	Sharon Patterson		
<b>Address Line 1:</b>	55 E. Monroe St., Ste. 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	5125.059		
<b>NAME OF SUBMITTER:</b>	Sharon Patterson		
<b>Signature:</b>	/sharon patterson/		

OP \$40.00 78680259

Date:

03/31/2006

**Total Attachments: 5**

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## SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement, dated as of March 23, 2006 (this "Amendment"), is by and among UNITED SITE SERVICES INC., a Massachusetts corporation (the "Grantor"), and MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., in its capacity as Agent under the Credit Agreement described below ("Agent").

### W I T N E S S E T H:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of June 19, 2003 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"), entered into in connection with that certain Credit Agreement, dated as of June 19, 2003, among the Grantor, Agent and Lenders (as amended, restated, modified or supplemented from time to time, including, without limitation, pursuant to that certain Amended and Restated Credit Agreement, dated August 12, 2005, among the Credit Parties and Agent, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule A to the Trademark Security Agreement shall be amended and restated in its entirety as set forth on Schedule 1 hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(c) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart

shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

**GRANTOR:**

**UNITED SITE SERVICES, INC.**, a Massachusetts corporation

By           *Ram Pan*            
Its           *Treas*          

**AGENT:**

**MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc.

By \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

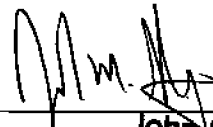
**GRANTOR:**

**UNITED SITE SERVICES, INC.**, a Massachusetts corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

**AGENT:**

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.

By  \_\_\_\_\_  
Its **John Stanzi** \_\_\_\_\_  
**Assistant Vice President**

**Schedule 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>Trademark Number</u>	<u>Registration Date</u>
UNITED SITE SERVICES (Words Only)	2489123	9/11/01
UNITED SITE SERVICES and Design	2954366	5/24/05
1-800-TOILETS	2963696	6/28/05

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
UNITED SITE SERVICES and Design	76-561651	11/12/03
UNITED SITE SERVICES and Design	76-561652	11/12/03
UNITED SITE SERVICES (Word only)	76-561654	11/12/03
UNITED SITE SERVICES and Design	76-561655	11/12/03
UNITED SITE SERVICES and Design	76-561656	11/12/03
UNITED SITE SERVICES and Design	76-562169	11/14/03
1-888-TOILETS	76-589061	04/28/04
UNITED SITE SERVICES www.unitedsiteservices.com and Design	78-680259	07/28/05