

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
UNICCO Service Company		06/28/2006	Business Trust: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Bank:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78644262	UNICCO GREENCLEAN
Serial Number:	78644217	UNICCO GREENCLEAN
Registration Number:	2346380	UNICCO
Registration Number:	2425482	UNICCO INTEGRATED FACILITIES SERVICES
Registration Number:	3100572	GUARANTEED CLEAN. CERTIFIABLY GREEN.
Registration Number:	2665789	

CORRESPONDENCE DATA

Fax Number: (617)574-7839

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

Phone: 6175746573

Email: epinedadorcena@goulstonstorrs.com

Correspondent Name: Eby Pineda-Dorcena

Address Line 1: 400 Atlantic Avenue

Address Line 2: Goulston & Storrs PC

Address Line 4: Boston, MASSACHUSETTS 02110

TRADEMARK

900052715

REEL: 003343 FRAME: 0975

OP \$165.00 78644262

ATTORNEY DOCKET NUMBER:	00462.0592-1879
NAME OF SUBMITTER:	Andrew Nash
Signature:	/Andrew Nash/
Date:	07/07/2006
<p>Total Attachments: 17</p> <p>source=UNICCO USPTO#page1.tif</p> <p>source=UNICCO USPTO#page2.tif</p> <p>source=UNICCO USPTO#page3.tif</p> <p>source=UNICCO USPTO#page4.tif</p> <p>source=UNICCO USPTO#page5.tif</p> <p>source=UNICCO USPTO#page6.tif</p> <p>source=UNICCO USPTO#page7.tif</p> <p>source=UNICCO USPTO#page8.tif</p> <p>source=UNICCO USPTO#page9.tif</p> <p>source=UNICCO USPTO#page10.tif</p> <p>source=UNICCO USPTO#page11.tif</p> <p>source=UNICCO USPTO#page12.tif</p> <p>source=UNICCO USPTO#page13.tif</p> <p>source=UNICCO USPTO#page14.tif</p> <p>source=UNICCO USPTO#page15.tif</p> <p>source=UNICCO USPTO#page16.tif</p> <p>source=UNICCO USPTO#page17.tif</p>	

PATENT AND TRADEMARK SECURITY AGREEMENT

UNICCO SERVICE COMPANY (the "Grantor"), a Massachusetts business trust having its principal place of business and chief executive office at 275 Grove Street, Suite 3-200, Newton, Massachusetts 02466, hereby grants, assigns, transfers and conveys to **BANK OF AMERICA, N.A.**, a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, in its capacity as Administrative Agent (the "Agent") for itself and the Lenders under (and as defined in) the Credit Agreement (as hereinafter defined), for the ratable benefit of the Agent and the Lenders, as collateral security for the payment and performance in full of the Obligations under (and as defined in) the Revolving Credit Agreement of even date herewith (as amended, modified and supplemented from time to time, the "Credit Agreement"), among the Borrower, the Agent (the Agent, together with its successors and assigns, being herein sometimes called the "Secured Party"), the other Lenders and Banc of America Securities LLC, as sole Lead Arranger and sole Book Manager, and the payment and performance of all other Obligations (under and as defined in each of the Credit Agreement and the Guaranty), a continuing security interest in and first priority lien on all Patents (as hereinafter defined) and all Trademarks (as hereinafter defined).

Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

The following terms, as used herein, have the meanings set forth below:

"Patents" means collectively all of the following now owned or hereafter created or acquired by the Grantor: (a) all patents, patent applications and Patent Licenses (as defined below), including, without limitation, those listed on Schedule A hereto, which issue or have issued in any country or jurisdiction upon any patent applications which correspond with any of such patents or patent applications; (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; (c) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing which issue or have issued in any country or jurisdiction; (d) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (e) the right to sue for past, present and future infringements of any of the foregoing; (f) all rights corresponding to any of the foregoing throughout the world; and (g) all goodwill associated with any of the foregoing.

"Patent License" means any oral or written agreement now or hereafter in existence granting to the Grantor any right to use any invention on which a patent or patent application is in existence, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule A hereto.

"Trademarks" means collectively all of the following now owned or hereafter created or acquired by the Grantor: (a) all trademarks, Trademark Licenses (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof in the United States or any state in the United States or any foreign jurisdiction, and all applications in connection therewith, including, without limitation, those listed on Schedule B hereto, whether or not any of the foregoing is registered or the subject of an application for registration under federal law, state law, foreign law or otherwise; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

"Trademark License" means any oral or written agreement now or hereafter in existence granting to the Grantor any right to use any trademark or trademark application, all as may be amended, supplemented or otherwise modified from time to time, including, without limitation, those listed on Schedule B hereto.

The Grantor represents and warrants to and agrees with the Secured Party as follows:

1. The Grantor is the sole owner in the United States and all other applicable jurisdictions of the entire right, title and interest in and to each of the Patents and Trademarks, free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance including, without limitation, licenses, shop rights (with regard to the Patents) and covenants not to sue, other than Permitted Liens. As of the date of this Agreement, no written claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person and, to the best of the Grantor's knowledge, there is no infringement by the Grantor of the patent or trademark rights of others. The Grantor shall have the duty to promptly notify the Secured Party of any such claim or infringement and the details thereof.

2. As of the date hereof, each of the Patents and Trademarks listed on Schedules A and B is valid and enforceable and, together, they constitute all registered patents, patent applications, trademarks, trademark applications, trade names and service marks now owned or used by the Grantor. The Patents and Trademarks listed on Schedules A and B constitute all of the Patent Licenses and Trademark Licenses and all of the registered trademarks, trademark applications, service marks, trade names, patents, patent applications, and patent rights that are reasonably necessary for the operation of the business of the Grantor. Schedule C lists the common law trademarks, common law trade

names, franchises and other material intellectual property rights that are reasonably necessary for the operation of the business of the Grantor.

3. The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

4. The execution, delivery and performance of this Agreement are within the power of the Grantor and have been duly authorized by all necessary corporate action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which the Grantor is a party or by which any of its property is bound.

5. The Grantor shall (i) prosecute diligently any patent applications of the Patents and trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, and (ii) preserve and maintain all rights in the Patents and Trademarks, except if the Grantor determines in its reasonable discretion that such Patent or Trademark is no longer material or useful to its business or operations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantor. The Grantor shall not abandon any filed patent application or trademark registration, or abandon any pending patent application or patent or any trademark registration without the consent of the Secured Party, which consent shall not be unreasonably withheld, except, in each case, if the Grantor determines in its reasonable discretion that such patent application or trademark registration is no longer material or useful to its business or operations.

6. Except for patents and trademarks no longer material or useful to its business or operations, the Grantor shall take all reasonably necessary steps to defend the Patents and Trademarks against all claims and demands of all persons at any time claiming the same or any interests in and to the Patents and Trademarks adverse to the Secured Party. Until the Obligations shall have been satisfied in full, the Grantor shall not pledge, mortgage or create or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of, the Patents and Trademarks, without the Secured Party's prior consent, except for Permitted Liens.

7. The Grantor shall, at its sole expense, promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in the Grantor's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to the Grantor or its operations. If, before all Obligations have been satisfied in full, the Grantor shall become entitled to the benefit of any patent application, patent for any reissue, or of any patent improvement, or if the Grantor develops any new registered trademark or service mark, the Grantor shall give the Secured Party prompt written notice of all such patents, trademarks, service marks, extensions and renewals, and the provisions of this Agreement shall automatically apply thereto. The Grantor authorizes the Secured Party to modify this Agreement, without the necessity of the Grantor's further approval or signature, by amending Schedule A and Schedule B to include any new patents, any divisions,

continuations, renewals, extensions, continuations-in-part on any patent, and any new trademark, service mark or renewal thereof of the Grantor applied for and obtained hereafter.

8. The Grantor shall promptly notify the Secured Party of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding the Grantor's claim of ownership in any of the Patents and Trademarks which could reasonably be expected to have a Material Adverse Effect. In the event of any material infringement by a third party of any of the Patents or Trademarks, the Grantor shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of an Event of Default, such action as the Secured Party deems reasonably necessary. Without limiting the foregoing, following an Event of Default the Secured Party may upon notice to the Grantor, but shall not be required to, itself take any of the foregoing actions in the name of the Grantor, and the Grantor hereby appoints the Secured Party the true and lawful attorney of the Grantor, for it and in its name, place and stead, on behalf of the Grantor, solely to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Grantor, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

9. The Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the Commonwealth of Massachusetts or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party and the Lenders their respective rights hereunder or in any of the Patents or Trademarks, and the Grantor hereby irrevocably authorizes the Secured Party or its designee, at the Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without the Grantor's signature, as the Secured Party may deem appropriate; provided that the Secured Party shall deliver to the Grantor copies of all such financing statements and shall terminate at the Secured Party's expense all such filings made in error. In the event that any rerecording or refileing (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by the Grantor as its lawful attorney and agent, with full power of substitution, to execute, deliver, record and

file on behalf of and in the name of the Grantor such financing statements, assignments and other documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Grantor at the Grantor's sole expense, such financing statements, assignments, pledges, documents, and agreements in any appropriate governmental office, provided that the Secured Party shall deliver to the Grantor copies of all such financing statements. The Secured Party may include reference to the Grantor, the Patents and the Trademarks (and may utilize any logo or other distinctive symbol associated with the Grantor) in connection with any advertising, promotion, marketing or sale undertaken by the Secured Party.

In fulfilling its responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and Trademarks, the Grantor shall hold each of the Secured Party and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Secured Party or any Lender (other than as a result of gross negligence or willful misconduct of the Secured Party or any of the Lenders) in connection with the Secured Party's interest in the Patents and Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantor shall retain patent or trademark counsel, as the case may be, reasonably acceptable to the Secured Party.

10. If any Event of Default shall have occurred and be continuing, the Secured Party may without notice or demand declare this Agreement to be in default and the Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to dispose of the Patents and Trademarks at public or private sale. The Secured Party shall give to the Grantor at least ten (10) days' prior written notice (which the Grantor agrees is "reasonable notification" under the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and be continuing, the Grantor hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the ratable benefit and account of the Lenders and the Secured Party.

To the extent permitted by applicable law, the Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's or any Lender's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Grantor hereby irrevocably waives the benefits of all such laws.

11. Except for notices specifically provided for herein, the Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, the Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. Neither the Secured Party nor any Lender shall have any duty as to the protection of the Patents or Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party may exercise its rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party in accordance with the terms of the Credit Agreement. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party or the Lenders with respect to the Obligations or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

12. The Grantor will pay any and all (i) reasonable charges and costs and all taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of the Secured Party's counsel incurred by the Secured Party, in connection with this Agreement, and (ii) fees and disbursements reasonably incurred by the Secured Party in the preparation, execution and delivery of any waiver or consent by the Secured Party relating to this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party or the lenders in furtherance of the transactions

contemplated hereby. In addition, after the occurrence and during the continuation of an Event of Default, the Grantor will also pay all reasonable costs and expenses of the Secured Party in connection with the enforcement of this Agreement and with the enforcement or foreclosure of any liens, security interests or other rights under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party in furtherance of the transactions contemplated hereby.

13. The Grantor agrees to reimburse the Secured Party and the Lenders for, and indemnify them against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred (other than as a result of the gross negligence or willful misconduct of the Secured Party or any of the Lenders) in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements. The Grantor and the Secured Party may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereby, and, in the case of Patents or Trademarks the Grantor proposes to abandon, the Secured Party agrees that, so long as an Event of Default has not then occurred and is continuing, it will release its security interest in any Patent or Trademark the Grantor proposes to abandon so long as such Patent or Trademark is no longer used by the Grantor and is not material to the operations of the Grantor, provided that after the occurrence and during the continuance of an Event of Default, the Secured Party's consent will be required prior to any such release and abandonment.

14. The Grantor shall hold the Secured Party and the Lenders harmless from any and all costs, damages and expenses which may be incurred by the Secured Party, the Lenders or the Grantor in connection with any action or failure to act by the Secured Party or any Lender in connection with this Agreement, except those arising from the gross negligence or willful misconduct of the Secured Party or such Lender.

15. Any and all rights and interests of the Secured Party and the Lenders in and to the Patents and Trademarks (and any and all obligations of the Grantor with respect to the same) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Grantor) in, to or with respect to the Collateral provided in or arising under or in connection with the Security Agreement and the Credit Agreement and shall not be in derogation thereof.

16. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES, AND, TO THE EXTENT THAT THE LAWS OF THE UNITED STATES ARE NOT APPLICABLE, BY AND WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS). THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT. The

Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the Commonwealth of Massachusetts or the United States of America for the District of Massachusetts, and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Credit Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

17. All notices hereunder shall be in writing and shall be given as provided in Section 10.02 of the Credit Agreement.

18. When all Obligations have been paid in full in cash, the Commitments have terminated and no Letters of Credit shall be outstanding (or have been backstopped or cash collateralized on terms reasonably acceptable to the Secured Party), this Agreement shall terminate, and the Secured Party shall, upon request and at the Grantor's sole expense, execute all such documentation necessary to release its security interest hereunder.

19. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

20. This Agreement and all obligations of the Grantor shall be binding upon the successors and assigns of the Grantor, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, the Lenders and their respective successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantor acknowledges receipt of a copy of this Agreement. Terms used herein without definition which are defined in the Uniform Commercial Code of Massachusetts have such defined meanings herein, unless the context otherwise indicates or requires.

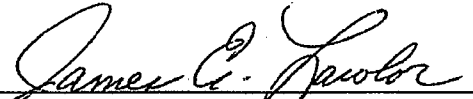
21. TO THE EXTENT NOT IN VIOLATION OF APPLICABLE LAW, THE GRANTOR AND THE SECURED PARTY MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO THIS AGREEMENT AND MAKE THE LOANS. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the first sentence of this Section 21 any special, exemplary,

punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (i) certifies that neither the Secured Party, nor any Lender, nor any representative, agent or attorney of the Secured Party or any Lender has represented, expressly or otherwise, that the Secured Party or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Secured Party and the Lenders are a party, the Secured Party and the Lenders are relying upon, among other things, the waivers and certifications in this Section 21.

[Signatures on next page]

IN WITNESS WHEREOF, the Grantor ~~has~~ caused this Agreement to be executed by its duly authorized officer as of this 12 day of June, 2006.

UNICCO SERVICE COMPANY

By: 

Name: James E. Lawlor

Title: Vice President, Chief Financial
Officer and Treasurer

ACCEPTED:

BANK OF AMERICA, N.A.,
as Secured Party and Agent

By: 
Name: Todd MacNeill
Title: Vice President
Agency Management Officer III

COMMONWEALTH MASSACHUSETTS

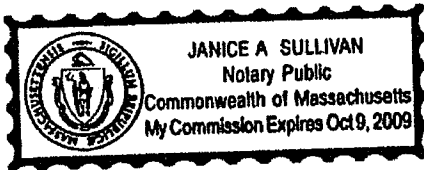
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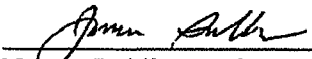
) ss.

COUNTY OF MIDDLESEX

)

On this date, June 21, 2006, before me, the undersigned notary public, personally appeared James E. Lawlor, as Vice President, Chief Financial Officer and Treasurer of UNICCO SERVICE COMPANY, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.





Notary Public: Janice Sullivan
My commission expires: 10/9/2009

**SCHEDULE A
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

PATENTS

NONE

<u>Patent</u>	<u>Owner</u>	<u>Status in PTO</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>

PATENT APPLICATIONS

NONE

PATENT LICENSES

NONE

**SCHEDULE B
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
UNICCO	Grantor	Registered	2,346,380	May 2, 2000
UNICCO Integrated Facilities Services	Grantor	Registered	2,425,482	January 30, 2001
UNI-Q	Grantor	Registered	2,665,789	December 3, 2002
Guaranteed Clean. Certifiably Green	Grantor	Registered	3,100,572	June 6, 2006

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application Number</u>	<u>Filing Date</u>
UNICCO GREEN CLEAN	Grantor	Pending	78/644,262	June 6, 2005
UNICCO GREEN CLEAN (with design)	Grantor	Pending	78/644,217	June 6, 2005

TRADEMARK LICENSES

NONE

Schedule B to Patent and Trademark Security Agreement

GSDOCS\1622771

**TRADEMARK
REEL: 003343 FRAME: 0990**

**SCHEDULE C
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

1. List of Software Developed and Customized by Grantor.

WOM	Work order management solution
TEA	Time entry application
CPR	Client Profitability & ROI Dashboard
Work Request (UWR)	Customer work order request portlet
UNI_Q	Quality inspection system
Project Control Form (PCF Request)	Capital request toolkit
Vendor Request Form	Vendor setup toolkit
NBD	Business Development Dashboard
myUNICCO.com	Private Enterprise Customer/Employee Portal
myAP	Accounts Payable Inquiry & Review Portlet
uShare	Private UNICCO Intranet Toolkit

2. Software Licenses:

<u>Software</u>	<u>Description</u>
Peoplesoft/JDE World	ERP software (125 concurrent users license)
Kronos	Electronic timekeeping toolkit
SalesLogix	CRM/Opportunity management toolkit
Cognos	Cognos Finance
	Cognos Planning
	Cognos PowerPlay
	Cognos Data Warehouse

Rocket Visionary	Reporting tool used in myUNICCO.com for custom CPR and NBD dashboard solutions
ePlus	ASP Hosted eProcurement solution
Forms Print	ERP check printing software
Pragmatech – Proposal Toolkit	Proposal Development tool
Case Track	Litigation tracking database
IBM Lotus	Notes mail 1000 users
IBM Lotus	Domino Server Software 6 servers
IBM Lotus	Dom.doc
IBM Lotus	Sametime
IBM Lotus	Quickplace
IBM Lotus	Notes Designer
IBM Lotus	IBM Websphere portal
IBM Lotus	IBM Websphere
IBM Lotus	IBM Db2 standalone database (QIS)
Bowstreet	Portal Development tool
MARSH CS STARS	Safety incident reporting toolkit (ASP solution)
Corrigo	Web Enabled Work Order Management solution (ASP solution)
Maximo	CMMS Enterprise Asset Management
MainBoss	CMMS Asset Management Toolkit
Vfa.Facility	Capital Planning Toolkit (ASP solution)

Note: This list does not include widely used off the shelf software utilized by UNICCO such as Microsoft Office or any of the infrastructure toolkits for security management, email management, etc.

Schedule C to Patent and Trademark Security Agreement

GSDOCS\1622771

TRADEMARK
REEL: 003343 FRAME: 0992

3. Trade Names.

<u>Company</u>	<u>Present Names</u>	<u>Former Names</u>	<u>Trade Names</u>
UNICCO Service Company	Same	None	UNICCO; UNICCO Integrated Facilities Services and Hawaiian Building Maintenance; Atlantic Projects (used only in Oklahoma)
UNICCO Facility Services Canada Company	Same	None	UNICCO
UNICCO Government Services, Inc.	Same	None	UNICCO
UNICCO Service of M.I., Inc.	Same	None	UNICCO
UNICCO Service of N.J., Inc.	Same	None	UNICCO
UNICCO Finance Corp.	Same	None	UNICCO
UNICCO Service Company of Hawaii, Inc.	Same	None	UNICCO

Schedule C to Patent and Trademark Security Agreement

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RECORDED: 07/07/2006

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