

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

MPW Container Management Corp. of Michigan, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Michigan
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Yes

No

Additional names, addresses, or citizenship attached?

Name: LaSalle Bank National Association

Internal

Address: \_\_\_\_\_

Street Address: 10 West Broad Street - Suite 2250

City: Columbus

State: Ohio

Country: USA Zip: 43215-3418

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) September 27, 2006

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,690,859

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Michael B. Gardiner, Esq.

Internal Address: \_\_\_\_\_

Street Address: Squire Sanders & Dempsey LLP

41 South High Street - Suite 1300

City: Columbus

State: Ohio Zip: 43215

Phone Number 614-365-2805

Fax Number: 614-365-2499

Email Address: mgardiner@ssd.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 503810

Authorized User Name Daniel M. Maher

**9. Signature:**

September 27, 2005

Signature

Date

Michael B. Gardiner, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 503810 2690859

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 26, 2006, by MPW INDUSTRIAL SERVICES, INC, an Ohio corporation, and MPW CONTAINER MANAGEMENT CORP. OF MICHIGAN, INC., a Michigan corporation (the "Grantors"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantors and/or their affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors and/or their affiliates.

B. The Grantors and/or their affiliates have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement

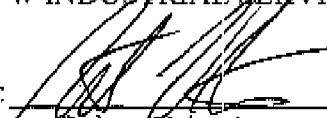
of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

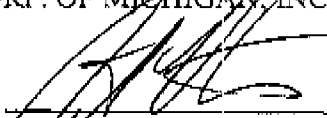
[signature page follows]

The Grantors have caused this Trademark Security Agreement to be duly executed by their duly authorized officers thereunto as of the date first set forth above.

MPW INDUSTRIAL SERVICES, INC.

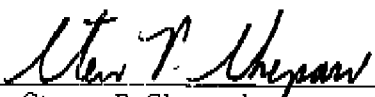
By:   
Name: Robert Valentine  
Title: Vice President and Chief Financial Officer

MPW CONTAINER MANAGEMENT CORP. OF MICHIGAN, INC.

By:   
Name: Robert Valentine  
Title: Vice President and Chief Financial Officer

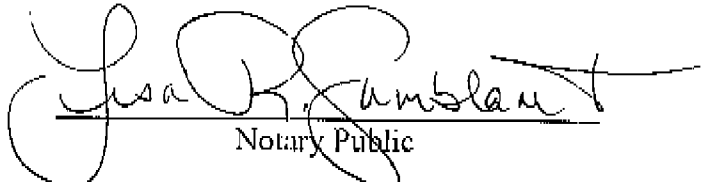
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Steven P. Shepard  
Title: Senior Vice President

STATE OF OHIO )  
 ) ss  
COUNTY OF FRANKLIN )

On this 25<sup>th</sup> day of September, 2006, before me personally appeared the persons whose signatures are set forth above, to me known, who, being duly sworn, did depose and say that they are the above-indicated officers of the Grantors, and who executed the above instrument; and that they signed their names thereto by authority of the board of directors or similar governing body of said entities.

  
\_\_\_\_\_  
Notary Public



**LISA R. SAMBLANET**  
Notary Public, State of Ohio  
My Commission Expires 01-05-07

SCHEDULE 1  
10  
TRADEMARK SECURITY AGREEMENT

<b>Registrant</b>	<b>Serial Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
MPW Container Management Corp. of Michigan, Inc.	76405586	2690659	April 30, 2002	Feb. 25, 2003
MPW Industrial Services, Inc.	78456384	2997849	July 26, 2004	Sept. 20, 2005
MPW Industrial Services, Inc.	74234510	1728224	Dec. 27, 1991	Oct. 27, 1992

COLUMBUS/519911