TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GCA Services Group, Inc.		12/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	76613413	GCA SERVICES GROUP, INC.
Registration Number:	3019205	GCA
Serial Number:	76613416	GCA
Serial Number:	78730413	GCA ENGINEERING SERVICES
Serial Number:	78539603	GCA SERVICES
Serial Number:	78644392	GCA SERVICES GROUP QUALTY GUARANTEE
Serial Number:	78509692	GCAWARE
Serial Number:	78263156	GCAWARE
Serial Number:	76613415	
Registration Number:	2975436	
Serial Number:	78539577	QUALITY MEASURED. MANAGED. GUARANTEED.
Serial Number:	76613414	GCA SERVICES GROUP, INC.

OP $315.00 76613413

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8000
Email: jennifer.kagan@bingham.com
Correspondent Name: Jennifer Kagan
Address Line 1: Bingham McCutchen LLP
Address Line 2: 150 Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	3002329/0000314748
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	12/15/2006

Total Attachments: 19
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 15 day of December, 2006, among GCA SERVICES GROUP, INC., a Delaware corporation (the "Grantor"), GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), in its capacity as collateral agent (in such capacity, "Collateral Agent") under the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated December 15, 2006 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") among Grantor as borrower (in such capacity, the "Borrower"), the various financial institutions from time to time party thereto (the "Lenders"), GE Capital, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), GE Capital, as Letter of Credit Issuer, GE Capital, as Swingline Lender, Collateral Agent and Ares Capital Corporation as sole lead arranger, the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of even date herewith (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 Collateral Agent, for the benefit of the Secured Parties, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement. In addition, as used in this Trademark Security Agreement, the following terms shall have the following meanings:

(a) "Revolving Lender Secured Parties" means each of the Agents, each Lender with a Revolving Loan Commitment, each Lender of a Revolving Loan and all related obligations, the Letter of Credit Issuer and each counterpart to a Rate Protection Agreement (other than a Loan Party), and, in each case, each of their respective successors, transferees and assigns.

(b) "Term Lender Secured Parties" means each of the Agents, each Lender with a Term Loan Commitment, each Lender of a Term Loan and all related obligations, and, in each case, each of their respective successors, transferees and assigns.

(c) "Trademark Licenses" means license agreements with any other party pursuant to which rights under or interest in any Trademark are granted, whether Grantor is a licensee or licensor under any such license agreement, and the right to use the foregoing in connection with the enforcement of the Secured Parties' rights under the Loan Documents, including, without limitation, the right to prepare for sale and sell any and all inventory and equipment now or hereafter owned by Grantor and now or hereafter covered by such licenses.

(d) "Trademarks" means all of the following (whether now owned or hereafter adopted or acquired by Grantor): trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby (a) grants to the Collateral Agent in its capacity solely as collateral agent for the equal and ratable benefit of the Revolving Lender Secured Parties as security for the prompt payment and performance when due of all Obligations owing to such Revolving Lender Secured Parties, a continuing security interest in, for the benefit of the Revolving Lender Secured Parties and the Collateral Agent, all the right, title and interest of Grantor in and to all of the following property, and (b) separately grants to the Collateral Agent in its capacity solely as collateral agent for the equal and ratable benefit of the Term Lender Secured Parties as security for the prompt payment and performance when due of all Obligations owing to such Term Lender Secured Parties, a continuing security interest in, for the benefit of the Term Lender Secured Parties and the Collateral Agent, all the right, title and interest of Grantor in and to all of the following property whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"), (it being understood and agreed by the parties hereto that all proceeds of any Collateral shall be distributed as provided in Section 3.1.3 of the Credit Agreement):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those Trademarks referred to on Schedule I hereto other than any applications for trademarks and service marks filed in the U.S. Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the PTO pursuant to 15 U.S.C. §1051 (c) and (d);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any 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 FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Collateral Agent or the Secured Parties, whether or not they are allowable due to the existence of an insolvency proceeding, bankruptcy, or reorganization involving any Grantor, or the appointment of any trustee in connection with or anticipation of any such occurrence, or the taking of any step by any Person in furtherance of any such action.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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. In the event of conflicts or inconsistencies between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent with respect to any new trademark registrations. Without limiting Grantors' obligations under this Section 5, Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark registrations of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, (i) references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or"; (ii) the words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement

as a whole and not to any particular provision of this Trademark Security Agreement; (iii) section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified; (iv) any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein; (v) any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement and Security Agreement) of all Obligations other than unasserted contingent indemnification Obligations; (vi) any reference herein to any Person shall be construed to include such Person's successors and assigns; and (vii) any requirement of a writing contained herein shall be satisfied by the transmission of a record.

[signature page follows]

IN WITNESS WHEREOF, 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.

GCA SERVICES GROUP, INC.

By: _____

Name: Graeme A. Crothall

Title: President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION
as Collateral Agent

By: _____

Name: THOMAS S. BECK

Title: Its Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. TRADEMARKS:

REGISTERED OWNER/ APPLICANT	MARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
GCA Services Group, Inc.	GCA Services Group, Inc.			76613413	09/29/2004	
GCA Services Group, Inc.	GCA	3019205	11/29/2005	76585947	04/09/2004	
GCA Services Group, Inc.	GCA			76613416	09/29/2004	
GCA Services Group, Inc.	GCA Engineering Services			78730413	10/11/2005	
GCA Services Group, Inc.	GCA Services			78539603	12/29/2004	
GCA Services Group, Inc.	GCA Services Group Quality Guarantee and Design			78644392	06/06/2005	
GCA Services	GCAware			78509692	11/02/2004	

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REGISTERED OWNER/ APPLICANT	MARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
Group, Inc.						
GCA Services Group, Inc.	GCAware A Product of Persitech, LLC			78263156	06/17/2003	
GCA Services Group, Inc.	Miscellaneous Design			76613415	09/29/2004	
GCA Services Group, Inc.	Miscellaneous Design	2975436	07/26/2005	76585941	04/09/2004	
GCA Services Group, Inc.	Quality. Measured. Managed. Guaranteed.			78539577	12/29/2004	
GCA Services Group, Inc.	GCA Services Group, Inc. and Design			76613414	09/29/2004	
GCA Sunstates Acquisition Corp.	GCA Sunstates Acquisition Corp.					XXX
GCA Facility Acquisition Corp.	GCA Facility Acquisition Corp.					XXX
GCA Southern Building Acquisition Corp.	GCA Southern Building Acquisition Corp.					XXX

TRADEMARK
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REGISTERED OWNER/ APPLICANT	MARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
National Building Maintenance Corp.	National Building Maintenance Corp.					XXX
National Building Maintenance Corp.	National Building Maintenance					XXX
GCA Berry, LLC	GCA Berry, LLC					XXX
GCA Services Group of North Carolina, Inc.	Sunstates Maintenance Corp.					XXX
GCA Services Group of North Carolina, Inc.	Advantage Staffing Resources					XXX
GCA Services Group of North Carolina, Inc.	Sunstates Maintenance Corporation					XXX
GCA Services Group of North Carolina, Inc.	SMC					XXX
GCA Services Group of North Carolina, Inc.	ASR					XXX
GCA Services Group of North	GCA Services Group of					XXX

TRADEMARK
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REGISTERED OWNER/ APPLICANT	MARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
Carolina, Inc.	North Carolina, Inc.					
GCA Nuclear Facility Services, Inc.	Sunstates Facility Services, Inc.					XXX
GCA Nuclear Facility Services, Inc.	SFS					XXX
GCA Nuclear Facility Services, Inc.	GCA Nuclear Facility Services, Inc.					XXX
GCA Supply Services, Inc.	Sunstates Supply Co., Inc.					XXX
GCA Supply Services, Inc.	GCA Supply Services, Inc.					XXX
GCA Services Group of West Florida, LLC	Facility Services of West Florida, LLC					XXX
GCA Services Group of West Florida, LLC	Fidelity Maintenance Services, LLC					XXX
GCA Services Group of West	Fidelity Maintenance					XXX

TRADEMARK
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REGISTERED OWNER/ APPLICANT	MARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
Florida, LLC	Services					
GCA Services Group of West Florida, LLC	Fidelity Maintenance					XXX
GCA Services Group of West Florida, LLC	GCA Services Group of West Florida, LLC					XXX
GCA Education Services, Inc.	Southern Building Service, Inc.					XXX
GCA Education Services, Inc.	GCA Education Services, Inc.					XXX
Health Care Facilities Maintenance Services of Puerto Rico, Inc.	Health Care Facilities Maintenance Services of Puerto Rico, Inc.					XXX
Global Facility Solutions, Inc.	Global Facility Solutions, Inc. d/b/a/ The ABS Companies					XXX
GCA ABS Acquisition Corp.	GCA ABS Acquisition Corp.					XXX

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REGISTERED OWNER/ APPLICANT	MARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
CEI Acquisition Corporation	CEI Acquisition Corporation					XXX
Associated Facility Management, LLC	Associated Facility Management, LLC					XXX
Associated Facility Ventures, LLC	Associated Facility Ventures, LLC					XXX
GCA Services Group Mountain States, LP	Clola Enterprises, LP					XXX
GCA Services Group Mountain States, LP	GCA Services Group Mountain States, LP					XXX
GCA Services Group of Washington, Inc.	Allied Building Services, Inc.					XXX
GCA Services Group of Washington, Inc.	GCA Services Group of Washington, Inc.					XXX
GCA Services Group of Oregon, Inc.	Allied Building Services, Inc. d/b/a/ Holman Building Services					XXX

TRADEMARK
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REGISTERED OWNER/ APPLICANT	MARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
GCA Services Group of Oregon, Inc.	GCA Services Group of Oregon, Inc.					XXX
GCA Services Group of Texas, LP	Associated Building Services, LP					XXX
GCA Services Group of Texas, LP	GCA Services Group of Texas, LP					XXX
GCA Cleaning Specialties, LP	Cleaning Specialties, LP					XXX
GCA Cleaning Specialties, LP	GCA Cleaning Specialties, LP					XXX
GCA Services Group of Colorado, Inc.	Clola Enterprises, Inc. d/b/a Barela & Sons					XXX
GCA Services Group of Colorado, Inc.	GCA Services Group of Colorado, Inc.					XXX
GCA Services, Inc.	GCA Services, Inc.					XXX
GCA SBM Acquisition Corp.	GCA SBM Acquisition Corp.					XXX

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REGISTERED OWNER/ APPLICANT	MARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
SBM Maintenance Contractors, Inc.	SBM Maintenance Contractors, Inc.					XXX
GCA Production Services, Inc.	GCA Production Services, Inc.					XXX
Tim Henson Companies	Tim Henson Companies					XXX
Tim Henson Companies	T.G.H. Companies					XXX
Tim Henson Companies	TGH Companies					XXX
GCA TGH Acquisition Corp.	GCA TGH Acquisition Corp.					XXX
GCA Staffing Services, Inc.	GCA Staffing Services, Inc.					XXX
GCA Acme Acquisition Corp.	GCA Acme Acquisition Corp.					XXX
GCA D Industries Acquisition Corp.	GCA D Industries Acquisition Corp.					XXX
GCA Millard Acquisition Corp.	GCA Millard Acquisition Corp.					XXX

TRADEMARK
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REGISTERED OWNER/ APPLICANT	MARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
D Industries, Inc.	D Industries, Inc.					XXX
D Industries, Inc.	The Dependable Building Maintenance Company					XXX
D Industries, Inc.	D and Design Logo					XXX
Dependable Building Maintenance Company of Washington, Inc.	Dependable Building Maintenance Company of Washington, Inc.					XXX
Dependable Building Maintenance Company of Washington, Inc.	The Dependable Building Maintenance Company					XXX
Dependable Building Maintenance Company of Washington, Inc.	D and Design Logo					XXX
Dependable Building Maintenance	Dependable Building Maintenance Company of Oregon, Inc.					XXX

TRADEMARK
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REGISTERED OWNER/ APPLICANT	MARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
Company of Oregon, Inc.						
Dependable Building Maintenance Company of Oregon, Inc.	The Dependable Building Maintenance Company					XXX
Dependable Building Maintenance Company of Oregon, Inc.	D and Design Logo					XXX
Acme Building Maintenance Co., Inc.	Acme Building Maintenance Co., Inc.					XXX
GCA Plumbing Services, Inc.	GCA Plumbing Services, Inc.					XXX
GCA Commercial Facility Services, Inc.	GCA Commercial Facility Services, Inc.					XXX

TRADEMARK
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INTERNATIONAL TRADEMARKS:

REGISTERED OWNER/ APPLICANT	MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	COMMON LAW RIGHTS ONLY
GCA Services Group, Inc.	GCAware	Canada			1235710	11/01/2004	
GCA Services Group, Inc.	GCA	Canada			1235139	10/18/2004	
GCA Services Group, Inc.	GCA Engineering Services	Canada			1275275	10/11/2005	
GCA Services Group, Inc.	GCA Services	Canada			1243438	01/04/2005	
GCA Services Group, Inc.	GCA Services Group, Inc.	Canada			1235137	10/18/2004	
GCA Services Group, Inc.	GCA Services Group, Inc. and Design	Canada			1235140	10/18/2004	
GCA Services Group, Inc.	GCA Services Quality Guarantee & Design	Canada			1274891	10/07/2005	

TRADEMARK
REEL: 003445 FRAME: 0621

GCA Services Group, Inc.	Miscellaneous Design	Canada			1235138	10/18/2004	
GCA Services Group, Inc.	Quality. Measured. Managed. Guaranteed.	Canada			1243437	01/04/2005	
GCA Services Group, Inc.	GCA	Mexico	863878	12/15/2004	682409	10/14/2004	
GCA Services Group, Inc.	GCA	Mexico	864416	12/16/2004	682405	10/14/2004	
GCA Services Group, Inc.	GCA	Mexico	867132	02/08/2005	682402	10/14/2004	
GCA Services Group, Inc.	GCA Services Group, Inc.	Mexico	863877	12/15/2004	682401	10/14/2004	
GCA Services Group, Inc.	GCA Services Group, Inc.	Mexico	863876	12/15/2004	682398	10/14/2004	
GCA Services Group, Inc.	GCA Services Group, Inc.	Mexico	863875	12/15/2004	682397	10/14/2004	
GCA Services Group, Inc.	GCA Services Group, Inc.	Mexico	864415	12/16/2004	682394	10/14/2004	
GCA Services Group, Inc.	GCA Services Group, Inc. and Design	Mexico	864414	12/16/2004	682393	10/14/2004	
GCA Services	GCA Services Group, Inc. and	Mexico	863523	12/14/2004	682389	10/14/2004	

TRADEMARK
REEL: 003445 FRAME: 0622

Group, Inc.	Design						
GCA Services Group, Inc.	GCA Services Group, Inc. and Design	Mexico	863080	12/08/2004	682386	10/14/2004	
GCA Services Group, Inc.	GCAware	Mexico	868974	02/24/2005	686332	11/05/2004	
GCA Services Group, Inc.	GCAware	Mexico	868973	02/24/2005	686331	11/05/2004	
GCA Services Group, Inc.	Miscellaneous Design	Mexico	864413	12/16/2004	682385	10/14/2004	
GCA Services Group, Inc.	Miscellaneous Design	Mexico	863522	12/14/2004	682382	10/14/2004	
GCA Services Group, Inc.	Miscellaneous Design	Mexico	863079	12/08/2004	682379	10/14/2004	
GCA Services Group, Inc.	Quality. Measured. Managed. Guaranteed	Mexico	32552	02/21/2005	28735	12/17/2004	

RECORDED: 12/15/2006

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