

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Compass Environmental, Inc.		04/27/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Charter One Bank, N.A.		
<b>Street Address:</b>	71 South Wacker Drive, 29th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2974153	COMPASS ENVIRONMENTAL, INC.	
Registration Number:	2973485	LIABILITIES TO ASSETS	
Registration Number:	2973484	L2A	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	337843-1		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>Signature:</b>	/Kristin Brozovic/		

CH \$90.00 2974153

Date:

05/01/2007

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 27<sup>th</sup> day of April, 2007 by Compass Environmental, Inc., a Delaware corporation ("Grantor") in favor of Charter One Bank, N.A., a national banking association (together with its successors and assigns, "Grantee").

### WITNESSETH

WHEREAS, Grantor and Grantee, among other Persons, are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Loan Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not otherwise defined in this Agreement have the respective meanings set forth in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Liabilities, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

*[Remainder of page intentionally blank; signature page follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COMPASS ENVIRONMENTAL, INC., a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

CHARTER ONE BANK, N.A., a national banking  
association

By: T. McCoyd  
Name: Teresa McCoyd  
Title: Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Name and Emblem of "Compass Environmental, Inc."	2974153	July 19, 2005
"LIABILITIES TO ASSETS"	2973485	July 2, 2003
"L2A"	2973484	July 2, 2003

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
<b>None</b>		