

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
Compass Environmental, Inc.		11/19/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 S. LaSalle		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2974153	COMPASS ENVIRONMENTAL, INC.	
Registration Number:	2973485	LIABILITIES TO ASSETS	
Registration Number:	2973484	L2A	
CORRESPONDENCE DATA			
Fax Number:	(312)207-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Safia Khan, Reed Smith LLP		
Address Line 1:	10 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Safia Khan		
Signature:	/Safia Khan/		
Date:	11/28/2007		

OP \$90.00 2974153

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated for reference purposes only as of November 19, 2007, by and between WRS Infrastructure & Environment, Inc., a North Carolina corporation ("WRS"), Compass Environmental, Inc., a Delaware corporation ("Compass" and together with WRS, "Borrowers") WRS Holding Company, a Delaware corporation ("Parent" and together with Borrowers, "Pledgors") with their principal place of business at 221 Hobbs Street, Suite 108, Tampa, Florida 33619, and LaSalle Bank National Association, in its capacity as administrative agent for Lenders as defined in the hereinafter defined Loan Agreement ("Administrative Agent")

WITNESSETH:

WHEREAS, WRS, Parent and LaSalle Bank National Association (in the capacity of a lender) had previously entered into that certain Trademark Security Agreement dated for reference purposes only as of December 16, 2006 (the "Original Agreement").

WHEREAS pursuant to the terms of that certain Amended and Restated Loan and Security Agreement dated for reference purposes only as of even date herewith by and between Borrowers, Parent, Administrative Agent and Lenders (the "Loan Agreement"), Lenders have, subject to the satisfaction of certain conditions precedent, agreed to lend monies and/or make advances, extensions of credit and other financial accommodations to, on behalf or for the benefit of Borrowers; and

WHEREAS, Lenders have required as a condition, among others, to the making of the Loan to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations, that Pledgors execute and deliver this Agreement to the Administrative Agent for the ratable benefit of Lenders.

WHEREAS, this Agreement is intended to amend and restate the Original Agreement in its entirety.

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

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

2. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Secured Obligations, each Pledgor hereby grants to Administrative Agent, for the benefit of Administrative Agent, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Pledgor's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks, domain names and service mark applications, including, *without limitation*, the trademarks, registered trademarks, trademark applications, trade names, trade

styles, service marks, registered service marks, domain names and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or 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 thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith and (v) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether such Pledgor is a licensor or licensee under any such license agreement, including, *without limitation*, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by such Pledgor and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**"), in each case to the maximum extent such rights or interests may be collaterally assigned without violating the provisions of any such agreements.

4. New Trademarks and Licenses. Each Pledgor hereby represents and warrants to Administrative Agent and Lenders that (i) Schedule A sets forth all of the registered Trademarks and domain names owned by such Pledgor as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by such Pledgor as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by such Pledgor to any other Person in such Trademarks and Licenses. Each Pledgor hereby agrees that if, prior to the termination of this Agreement, such Pledgor shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) such Pledgor shall promptly furnish written notice thereof to Administrative Agent together with information sufficient to permit Administrative Agent, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) such Pledgor shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Administrative Agent may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Trademarks, and such Pledgor hereby appoints Administrative Agent, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to such Pledgor.

5. Royalties. Each Pledgor hereby agrees that the use by Administrative Agent of the Trademarks and Licenses as authorized hereunder shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Administrative Agent to such Pledgor.

6. Termination of Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination

of the Loan Agreement, this Agreement shall terminate. Following such termination, Administrative Agent shall, upon the request of Parent, execute a written release confirming the termination and any and all other documents reasonably requested by Parent or the United States Patent and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

7. Duties of Pledgors. Each Pledgor shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registerable trademarks or service marks as such Pledgor deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of such Pledgor's rights in the Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Administrative Agent's Right to Sue. After the occurrence and during the continuation of an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Administrative Agent shall commence any such suit, a Pledgor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement. Each Pledgor shall, upon demand, promptly reimburse Administrative Agent for all Costs incurred by Administrative Agent in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Administrative Agent with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of an Event of Default, each Pledgor hereby appoints Administrative Agent and all Persons as Administrative Agent may designate, in its sole and absolute discretion, as such Pledgor's attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement. Each Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Lenders and such Pledgor shall have been terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or the Lender under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

10. Binding Effect; Benefits. This Agreement shall be binding upon each Pledgor and its respective successors and assigns, and shall inure to Administrative Agent, for the benefit of Lenders, and their nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Pledgor. No Pledgor shall assign its obligations hereunder without Administrative Agent's prior written consent.

11. Duty of Administrative Agent and Lenders. Neither Administrative Agent nor any Lender shall be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses except as a result of the gross negligence or willful misconduct of Administrative Agent or such Lender. Without limiting the generality of the foregoing, neither


Administrative Agent nor any Lender shall be under any obligation to take any action necessary to preserve rights in the Trademarks or Licenses against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of a Pledgor and added to the Secured Obligations secured hereby.

12. Governing Provisions. The provisions of Section 1.4 and Article 21 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

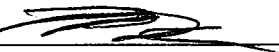
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IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes only as of the date first above written.

WRS Infrastructure & Environment, Inc.

By:  _____
Name:
Title:

Compass Environmental, Inc.

By:  _____
Name:
Title:

WRS Holding Company

By:  _____
Name:
Title:

LaSalle Administrative Agent National Association

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes only as of the date first above written.

WRS Infrastructure & Environment, Inc.

By: _____
Name:
Title:

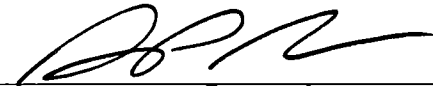
Compass Environmental, Inc.

By: _____
Name:
Title:

WRS Holding Company

By: _____
Name:
Title:

LaSalle Bank National Association

By: 
Name: Sean P. Silver
Title: Senior Vice President

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Compass Environmental, Inc.

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>
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NONE

Domain Name:

www.compassenvironmental.com

WRS Infrastructure & Environment, Inc.

1. Trademark consisting of "WRS design plus letters" – Registration 2334186
2. Internet domain name: <http://www.wrsie.com>

[WRS Infrastructure & Environment, Inc./Compass Environmental, Inc.
Amended and Restated Trademark Security Agreement]

NGEDOCS: 016389.0010:1482267.1

**TRADEMARK
REEL: 003668 FRAME: 0450**

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT**

Licenses

NONE

[WRS Infrastructure & Environment, Inc./Compass Environmental, Inc.
Amended and Restated Trademark Security Agreement]

NGEDOCs: 016389.0010:1482267.1

RECORDED: 11/28/2007

**TRADEMARK
REEL: 003668 FRAME: 0451**