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
On-Site Insight, Inc.		08/01/2008	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association	
Street Address:	301 South College Street	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28288	
Entity Type:	National Banking Association:	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1660063	ON-SITE INSIGHT

CORRESPONDENCE DATA

(404)881-7777 Fax Number:

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

404-881-7000 Phone:

Email: betsy.perkins@alston.com Correspondent Name: Ginabeth B. Hutchison Address Line 1: 1201 West Peachtree Street Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	019513/331996
NAME OF SUBMITTER:	Ginabeth B. Hutchison
Signature:	/Ginabeth B. Hutchison/
Date:	08/05/2008

TRADEMARK

900113079 **REEL: 003829 FRAME: 0548** Total Attachments: 5 source=Wachovia Assign#page1.tif source=Wachovia Assign#page2.tif source=Wachovia Assign#page3.tif source=Wachovia Assign#page4.tif source=Wachovia Assign#page5.tif

> TRADEMARK REEL: 003829 FRAME: 0549

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of August 1, 2008 (this "Agreement"), executed by ON-SITE INSIGHT, INC., as a Grantor (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent (the "Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of March 19, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Consolidated American Services, Inc. (the "Borrower"), the financial institutions from time to time party thereto as "Lenders", the Agent and the other parties thereto, the Lenders and the Agent have agreed to make available to the Borrower certain financial accommodations on the terms and conditions contained in the Credit Agreement;

WHEREAS, the Borrower and the Grantor may from time to time enter into one or more Derivatives Contract (as defined below) and Treasury Management Services Agreements (as defined below) with one or more Lenders or any Affiliate thereof (such Affiliate, a "Lender Affiliate"; together with the Lenders and the Agent, each individually a "Secured Creditor" and collectively, the "Secured Creditors");

WHEREAS, the Borrower and the Grantor, though separate legal entities, are mutually dependent on each other in the conduct of their respective businesses as an integrated operation and have determined it to be in their mutual best interests to obtain financing from the Lenders and the Agent through their collective efforts;

WHEREAS, the Grantor acknowledges that it will receive direct and indirect benefits from the Lenders and the Agent making such financial accommodations available to the Borrower under the Credit Agreement;

WHEREAS, it is a condition precedent to the extension of such financial accommodations under the Credit Agreement and to any Secured Creditor entering into Derivatives Contracts and Treasury Management Agreements with any Grantor that the Grantors execute and deliver this Agreement, among other things, to grant to the Agent for the benefit of the Secured Creditors a security interest in the Collateral as security for the Secured Obligations; and

WHEREAS, the Grantor is party to a Security Agreement dated as of March 19, 2008, in favor of the Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

LEGAL02/30890784v2

- Section 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given them in the Security Agreement.
- Section 2. Grants of Security Interests in Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Creditors, and grants to the Agent for the benefit of the Secured Creditors a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- Section 3. <u>Security Agreement</u>. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

[Signatures on Following Page]

TRADEMARK
REEL: 003829 FRAME: 0551

IN WITNESS WHEREOF, the 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.

ON-SITE INSIGHT, INC.

Name: Todd Trehubenko

Title: President

Agreed and accepted as of the date first written above:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Agent

By:____

Name: Matthew Ricketts
Title: Vice President

TRADEMARK REEL: 003829 FRAME: 0552 IN WITNESS WHEREOF, the 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.

ON-SITE INSIGHT, INC.

By:	
Name:	
Title:	

Agreed and accepted as of the date first written above:

WACHOVIA BANK, NATIONAL ASSOCIATION As Agent

By:

Name: Matthew Ricketts Title: Vice President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS:

Service Mark: "ON-SITE INSIGHT" (Goods and Services: financial analysis 1. and consulting services to the construction industry),

Registration number: 1660063

LEGAL02/30890784v2

RECORDED: 08/05/2008

TRADEMARK

REEL: 003829 FRAME: 0554