

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QSI Services, Inc.		12/18/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	401 Merritt Seven, 1st Floor		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	Fixed Asset Revolving Facility Collateral Agent:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1373003	QUALAWASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-819-8200		
<b>Email:</b>	trademarkdocket@whitecase.com		
<b>Correspondent Name:</b>	Matthew Bart		
<b>Address Line 1:</b>	White & Case LLP		
<b>Address Line 2:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	1111002-0107		
<b>NAME OF SUBMITTER:</b>	Matthew Bart		
<b>Signature:</b>	/Matthew Bart/		
<b>Date:</b>	10/17/2008		

CH \$40.00 1373003

**Total Attachments: 6**

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

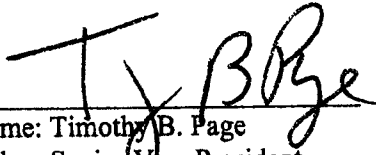
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, QSI Services, Inc., a Delaware corporation (the "Grantor") with principal offices at 4041 Park Oaks Blvd., Suite 200, Tampa, Florida 33610, hereby grants to General Electric Capital Corporation, as Fixed Asset Revolving Facility Collateral Agent, with principal offices at 401 Merritt Seven, 1st Floor, Norwalk, CT 06851, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Fixed Asset Revolving Facility Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 18, 2007 (as amended, modified, restated and/or supplemented from time to time, the "Guarantee and Collateral Agreement"). Upon the occurrence of a termination or release pursuant to Section 9.15 of the Guarantee and Collateral Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day and year first above written.

QSI SERVICES, INC., Grantor

By   
Name: Timothy B. Page  
Title: Senior Vice President

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this 18th day of December, 2007, before me personally came Timothy B. Page who, being by me duly sworn, did state as follows: that he is Senior Vice President of QSI SERVICES, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
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Notary Public

NANCI L. BLAISCELL  
NOTARY PUBLIC, State of New York  
No. 31-4964982  
Qualified in New York County  
Commission Expires April 16, 2010

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Fixed Asset Revolving Facility Collateral Agent  
and Grantee

By Peter D. Biagi  
Name: **Peter DiBiasi**  
Title: **Duly Authorized Signator**

STATE OF Connecticut  
COUNTY OF Fairfield ) ss.:

On this 14<sup>th</sup> day of December, 2007, before me personally came Peter DiBiasi who, being by me duly sworn, did state as follows: he/she is Duly Authorized Signatory of GENERAL ELECTRIC CAPITAL CORPORATION, that he/she is authorized to execute the foregoing Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

Mary E. Procaccini  
Notary Public

**MARY E. PROCACCINI**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 30, 2010

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
"QUALAWASH"	1373003	11/26/1985