

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Site Services, Inc.		12/31/2009	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	United Site Services, Inc.
Street Address:	200 Friberg Parkway
Internal Address:	Suite 4000
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2489123	UNITED SITE SERVICES
Registration Number:	2141748	HANDY HOUSE
Registration Number:	2270111	
Registration Number:	2954364	UNITED SITE SERVICES
Registration Number:	2954365	UNITED SITE SERVICES
Registration Number:	2963696	1-800-TOILETS
Registration Number:	3283353	UNITED SITE SERVICES
Registration Number:	3136219	UNITED SITE SERVICES
Registration Number:	3403109	UNITED SITE SERVICES WWW.UNITEDSITESERVICES.COM
Registration Number:	3377198	CAPITAL CHEM CAN
Registration Number:	3179021	GREAT AMERICAN T.E.C.
Registration Number:	3380135	UNITED SITE SERVICES
Registration Number:	3400605	UNITED SITE SERVICES

CH \$365.00 2489123

Registration Number:

2954366

UNITED SITE SERVICES

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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

Phone: 312-862-2000

Email: christine.casey@kirkland.com, rebecca.piper@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 N. LaSalle Street

Address Line 2: c/o Rebecca Piper

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:

10648-1 CAC

NAME OF SUBMITTER:

Rebecca Piper

Signature:

/Rebecca Piper/

Date:

01/04/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated December 15, 2009, is by and between United Site Services, Inc., a Massachusetts corporation ("Assignor"), and United Site Services, Inc., a Delaware corporation ("Assignee") (collectively referred to as the "Parties"). This Trademark Assignment shall be effective on December 31, 2009 (the "Closing Date") and each party hereto agrees and acknowledges that such party shall have no right to terminate this Trademark Assignment prior to the Closing Date or rescind or withdraw any delivery or other commitment contemplated hereby which such party delivers on or prior to the Closing Date.

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, and all goodwill arising from the use of and symbolized by said trademarks and service marks (collectively, the "Trademarks");

WHEREAS, Assignee, together with United Site Services Holdings, Inc., USS Intermediate, Inc., and Assignor, are parties to that certain Global Purchase Agreement, dated as of December 15, 2009, and effective as of the Closing Date (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer and assign to Assignee the Purchased Assets (as defined in the Purchase Agreement) and all of its right, title and interest therein including, without limitation, the Trademarks; and

WHEREAS, the Parties wish to execute and deliver this Trademark Assignment for the purpose of effecting the intent under the Purchase Agreement and assigning the Trademarks from Assignor to Assignee.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby contribute, sell, convey, transfer, assign and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks throughout the world, including all registrations and applications thereof and all goodwill pertaining thereto, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignor to which any intent-to-use application pertains, and all rights to sue, counterclaim and collect damages and payments for claims of past, present and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks.

2. Assignor agrees to execute, at Assignee's expense, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and the trademark offices in other jurisdictions.

3. General Provisions.

(i) This Trademark Assignment shall be construed and enforced in accordance with the laws (other than conflict of law rules) of the State of New York.

(ii) This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

(iii) The failure of either party to enforce any terms or provisions of this Trademark Assignment will not waive any rights under such terms and provisions.

(iv) This Trademark Assignment shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(v) This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

ASSIGNOR
UNITED SITE SERVICES, INC.,
a Massachusetts corporation

By: Terence P. Moriarty
Name: Terence P. Moriarty
Title: President

ASSIGNEE
UNITED SITE SERVICES, INC.,
a Delaware corporation

By: Terence P. Moriarty
Name: Terence P. Moriarty
Title: President

Trademark Assignment Agreement

TRADEMARK
REEL: 004123 FRAME: 0934

SCHEDULE A

Mark	Owner	Jurisdiction	Status	Registration/ (Application) Date	Registration/ (Application) No.
UNITED SITE SERVICES HANDY HOUSE	United Site Services, Inc. United Site Services, Inc. United Site Services, Inc.	U.S. U.S.	Registered Registered	9/11/2001 3/10/1998	2,489,123 2,141,748
The color yellow as applied to portable toilets	United Site Services, Inc.	U.S.	Registered	8/17/1999	2,270,111
USS oval design with blue/black letters	United Site Services, Inc.	U.S.	Registered	5/24/2005	2,954,364
USS oval design with white letters	United Site Services, Inc.	U.S.	Registered	5/24/2005	2,954,365
USS banner design (without URL)	United Site Services, Inc.	U.S.	Registered	5/24/2005	2,954,366
1-800- TOILETS (standard character)	United Site Services, Inc.	U.S.	Registered	6/28/2005	2,963,696
USS banner design	United Site Services, Inc. United Site Services, Inc.	U.S. U.S.	Registered Registered	8/21/2007	3,283,353
UNITED SITE SERVICES (standard character)	United Site Services, Inc.	U.S.	Registered	8/29/2006	3,136,219

USS blue and green arrow design with URL	United Site Services, Inc.	U.S.	Registered	3/25/2008	3,403,109
CAPITAL CHEM CAN GREAT AMERICAN T.E.C.	United Site Services, Inc.	U.S.	Registered	2/5/2008	3,377,198
USS blue and green arrow design & word mark	United Site Services, Inc.	U.S.	Registered	12/5/2006	3,179,021
UNITED SITE SERVICES (standard character)	United Site Services, Inc.	U.S.	Registered	2/12/2008	3,380,135
PORTABLE SERVICES	United Site Services, Inc.	U.S.	Registered	3/25/2008	3,400,605
PORTABLE SERVICES	United Site Services, Inc.	Louisiana	Registered	3/9/2007	N/A
GO- CANS	United Site Services, Inc.	Louisiana	Registered	3/9/2007	N/A
		Louisiana	Registered	3/9/2007	N/A