

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
Philip Holdings, LLC		10/26/2010	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	PSC Industrial Outsourcing, LP		
Street Address:	5151 San Felipe		
Internal Address:	Suite 1600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2320352	PSC	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	48802.100/K.BORUN/VR/ASSI		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/vindra richter/		

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**TRADEMARK
 REEL: 004306 FRAME: 0318**

Date:

10/28/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is delivered and effective as of this Dec. 26, 2010 by Philip Holdings, LLC ("Assignor"), to and in favor of PSC Industrial Outsourcing, LP ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, Philip Services, Inc. ("PSI") was the owner of all right, title and interest in and to the trademark registration identified and set forth on Schedule A attached hereto, and all goodwill associated with the foregoing (collectively, the "Assigned Trademark")

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of November 20, 2003, by and among PSI and 609205 N.B. Ltd. ("609205") and certain other parties ("Asset Purchase Agreement"), PSI sold, assigned and transferred to 609205 all of its right, title and interest in and to certain purchased assets of PSI, including without limitation, the Assigned Trademark;

WHEREAS, pursuant to that certain Assignment and Novation Agreement, dated as of December 1, 2003, by and among 609205 and PSC Industrial Services Canada, Inc. ("PSCI Canada") and certain other parties ("Assignment and Novation Agreement"), 609205 assigned, transferred and conveyed to PSCI Canada all of the right, title, benefit and interest of 609205 in and to the Asset Purchase Agreement;

WHEREAS, as a result of the Assignment and Novation Agreement, PSCI Canada was owner of all right, title and interest in and to the Assigned Trademark;

WHEREAS, pursuant to that certain Share Sale Agreement, dated as of December 9, 2005 ("Sale Agreement") between Philip Services Corporation ("PSC") and Newalta Corporation ("Newalta"), PSC sold to Newalta all of the issued and outstanding shares of PSCI Canada;

WHEREAS, prior to the execution of the Sale Agreement, PSCI Canada assigned all of its right, title and interest in and to the Assigned Trademark to PSC, and Newalta acknowledges and confirms such assignment as set forth in Schedule B attached hereto;

WHEREAS, on September 30, 2008, Philip Services Corporation converted to a Delaware limited liability company and changed its name to Assignor;

WHEREAS, Assignor agreed to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the Trademark;

WHEREAS, Assignor wishes to confirm Assignee's ownership of the Assigned Trademark and assign to Assignee all worldwide right, title and interest in and to the Assigned Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby agree as follows:

1. Assignment of Assigned Trademark. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Trademark, including the goodwill of the business in connection with which the Assigned Trademark is used and which is symbolized by the Assigned Trademark, together with all rights derived therefrom and any registrations and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Assigned Trademark that are or may be secured under the laws of the United States, any multi-national trademark authority or any foreign country, now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademark is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all rights to collect income, royalties, damages and payments in connection with any of the foregoing, including, without

limitation, in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.

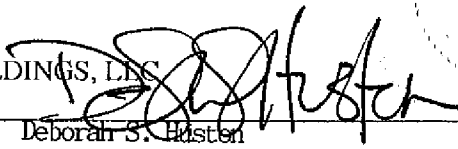
2. Recordation of Assignment. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademark.
3. Further Assistance. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.
4. Miscellaneous.
 - a. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
 - b. This Assignment shall be governed by the laws of the State of Delaware, without regard to the conflict of laws provisions thereof.
 - c. If any provision of this Assignment or the application of any provision of this Assignment to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
 - d. This Assignment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

ASSIGNOR

PHILIP HOLDINGS, LLC

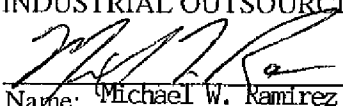
By


Name: Deborah S. Hosten
Title: Secretary

ASSIGNEE

PSC INDUSTRIAL OUTSOURCING, LP

By


Name: Michael W. Ramirez
Title: Chief Financial Officer, Treasurer & Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Schedule A

Assigned Trademark

Mark	Country	Reg. No./ Reg. Date
PSC	United States	2320352 02/22/2000

Schedule B

Newalta Declaration