

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Professional Service Industries, Inc.		04/08/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2672466	FACILITY DOCTOR
Registration Number:	3875816	INFORMATION TO BUILD ON
Registration Number:	3492644	ONE COMPANY, ONE CALL
Registration Number:	2014809	PSI
Registration Number:	3814266	PTL
Registration Number:	3892178	PTL PITTSBURGH TESTING LABORATORY
Registration Number:	1702939	ROOFMAP

**CORRESPONDENCE DATA**

Fax Number: (312)577-8816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312.577.8034  
 Email: oscar.ruiz@kattenlaw.com  
 Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
 Address Line 1: 525 West Monroe Street  
 Address Line 4: Chicago, ILLINOIS 60661

CH \$190.00 2672466

ATTORNEY DOCKET NUMBER:	207170-423
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	04/08/2011
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 8, 2011, is made by Professional Service Industries, Inc., a Delaware corporation ("Borrower"), and each of the parties listed on the signature pages hereto (together with Borrower, each a "Grantor" and collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 8, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Parent, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of April 8, 2011 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the 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 Parties, and grants to the Agent for the benefit of the Secured Parties 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 (other than Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

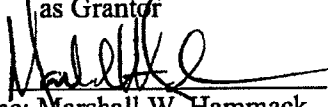
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

PROFESSIONAL SERVICE INDUSTRIES, INC.

as Grantor

By:   
Name: Marshall W. Hammack  
Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: Devasena Vallabhaneni  
Name: Devasena Vallabhaneni  
Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK  
REEL: 004518 FRAME: 0046

**Schedule 1 to Trademark Security Agreement**

**TRADEMARKS**

**REGISTRATIONS AND APPLICATIONS**

<b>Country</b>	<b>Mark</b>	<b>Status of Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
US	FACILITY DOCTOR	Registered	2672466	1/7/03	Professional Service Industries, Inc.
US	INFORMATION TO BUILD ON	Registered	3875816	11/16/10	Professional Service Industries, Inc.
US	ONE COMPANY, ONE CALL	Registered	3492644	8/26/08	Professional Service Industries, Inc.
US	PSI	Registered	2014809	11/12/96	Professional Service Industries, Inc.
US	PTL	Registered	3814266	7/6/10	Professional Service Industries, Inc.
US	PTL PITTSBURGH TESTING LABORATORY	Registered	3892178	12/21/10	Professional Service Industries, Inc.
US	ROOFMAP	Registered	1702939	7/28/92	Professional Service Industries, Inc.