

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rinehart's Sanitation Services, Inc.		04/09/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	401 Merritt 7		
Internal Address:	Second Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3817671	POTTY QUEEN	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	091586-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	04/11/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 9, 2014, is made by Rinehart's Sanitation Services, Inc., a Pennsylvania corporation ("Grantor"), in favor of General Electric Capital Corporation, ("Agent").

WHEREAS, Grantor owns the Trademarks (as defined in the Collateral Agreement) listed on Schedule 1 annexed hereto and is a party to the Licenses (as defined in the Collateral Agreement) with respect to Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of October 5, 2012 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among United Site Services, Inc., the other Loan Parties party thereto and Agent;

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement dated as of October 5, 2012 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, for and on behalf of the Secured Parties (in such capacity, together with its successors pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each License (as defined in the Collateral Agreement) to which Grantor is a party with respect to any Trademarks; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by

Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or licensed by Grantor under any License with respect to any Trademark, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

RINEHART'S SANITATION SERVICES, INC.,
as Grantor

By: 

Name: Ronald Carapezzi

Title: President and Chief Executive Officer

ACKNOWLEDGED:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Grantee

By: 

Name: Justin Cronin

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 005258 FRAME: 0337

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration Number	Registration Date	Status
POTTY QUEEN	IC 037. On-site servicing of portable toilets in the nature of sewage removal; sanitation consultation IC 044. Providing toilet services for individuals through the use of portable toilets, rental of portable toilets, rental of sanitation facilities	July 13, 2010	3,817,671

TRADEMARK LICENSES

NONE.