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04-14-2004



R SHEET

U.S. DEPARTMENT OF  
Patent and Trademark

.Y

4/14/04

Tab settings

To the Honorable Commissioner of Patents and Trademarks

102720548

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
SANITORS, INC.

4-14-04

- Individual(s)
- General Partnership
- Corporation-State TX
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent

Internal Address: \_\_\_\_\_  
Street Address : 222 North LaSalle Street, 17<sup>th</sup> Floor  
City: Chicago State: IL Zip: 60601

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State DE
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 31, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s)  
- NONE -

B. Trademark Registration  
2,365,669 2,545,963 2,596,747

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_  
Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ Stat \_\_\_\_\_ ZIP \_\_\_\_\_

6. Total number of applications and registrations 3

7. Total fee (37 CFR 3.41)..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01 FC:3521 40.00 DP  
02 FC:3522 50.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Rebecca L. Ramstrom  
Name of Person

*Rebecca L. Ramstrom*  
Signature

04/12/04  
Date

5

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of March, 2004, by Sanitors, Inc., a Texas corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Sanitors Services, Inc., a Delaware corporation, and Grounds Control, Inc., a Delaware corporation (each individually a "Borrower" and collectively, the "Borrowers"), Grantee, Merrill Lynch Capital Corporation, as Documentation Agent, Antares Capital Corporation, as Syndication Agent, and the Lenders party thereto are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to the Borrowers by Lenders;

WHEREAS, Grantor owns all of the issued and outstanding capital stock of each Borrower;

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith between Grantor, the other debtors party thereto and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

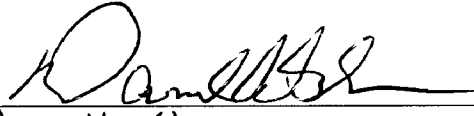
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**SANITORS, INC.**, a Texas corporation

By:   
Name: Darrell Glover  
Title: CEO

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

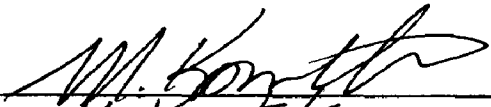
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**SANITORS, INC.**, a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By:   
Name: M. KOVATCHIS  
Title: DIRECTOR

SCHEDULE 1

TRADEMARKS

<b>Grantor</b>	<b>Trademark Registration</b>	<b>U.S. Registration No.</b>	<b>Registration Date</b>
Sanitors, Inc.	"Sanitors, Inc."	2,365,669	07/11/00
Sanitors, Inc.	"Keeping Your Investment Growing"	2,545,963	03/12/02
Sanitors, Inc.	"MSR Maintenance Service Resources, Inc."	2,596,747	07/23/02