

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Site Services Inc.		04/29/2005	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 North LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76561651	UNITED SITE SERVICES
Serial Number:	76561652	UNITED SITE SERVICES
Serial Number:	76561654	UNITED SITE SERVICES
Serial Number:	76561655	UNITED SITE SERVICES
Serial Number:	76561656	UNITED SITE SERVICES
Serial Number:	76561657	UNITED SITE SERVICES
Serial Number:	76562169	UNITED SITE SERVICES
Serial Number:	76561653	1-800-TOILETS
Serial Number:	76589061	1-888-TOILETS

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-201-3865

OP \$240.00 76561651

Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: 55 E. Monroe St., Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	05/06/2005

Total Attachments: 5
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of April 29, 2005 (this "Amendment"), is by and among UNITED SITE SERVICES INC., a Massachusetts corporation (the "Grantor"), and MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., in its capacity as Agent under the Credit Agreement described below ("Agent").

W I T N E S S E T H:

WHEREAS, Credit Parties and Agent are parties to that certain Trademark Security Agreement, dated as of June 19, 2003 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"), entered into in connection with that certain Credit Agreement, dated as of June 19, 2003, among the Grantor, Agent and Lenders (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

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

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule 1 to the Trademark Security Agreement shall be amended and restated in its entirety as set forth on Exhibit A hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(c) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart

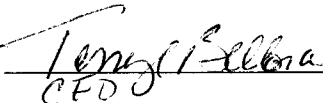
shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

UNITED SITE SERVICES, INC., a Massachusetts corporation

By 
Its CEO

AGENT:

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

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

UNITED SITE SERVICES, INC., a Massachusetts corporation

By Tony Silba
Its CEO

AGENT:

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

By [Signature]
Its VP

Schedule 1**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>Trademark Number</u>	<u>Registration Date</u>
United Site Services (Words Only)	2489123	9/11/01

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
UNITED SITE SERVICES (Words and Design)	76-077017	6/21/00
UNITED SITE SERVICES and Design	76-561651	11/12/03
UNITED SITE SERVICES and Design	76-561652	11/12/03
UNITED SITE SERVICES (Word only)	76-561654	11/12/03
UNITED SITE SERVICES and Design	76-561655	11/12/03
UNITED SITE SERVICES and Design	76-561656	11/12/03
UNITED SITE SERVICES and Design	76-561657	11/12/03
UNITED SITE SERVICES and Design	76-562169	11/14/03
1-800-TOILETS	76-561653	11/12/03
1-888-TOILETS	76-589061	04/28/04