

FORM PTO-1594 (Rev. 6-93) **4-17-00 REC**  
OMB No. 0651-0011 (exp. 4/94)

05-04-2000

SHEET U.S. DEPARTMENT OF COMM Patent and Trademark



101345171

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
**PHILIP SERVICES CORPORATION**  
 5151 San Felipe  
 Houston, TX 77056

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

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

2. Name and address of receiving party(ies)  
**FOOTHILL CAPITAL CORPORATION, AS**  
 Name: **COLLATERAL AGENT**

Internal Address: Suite 1500

Street Address: 11111 Santa Monica Boulevard  
 City: Los Angeles State: CA ZIP: 90035

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

If assignee is not domiciled in the United States, a domestic representative design 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                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: March 31, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
Please see attached Schedule I

B. Trademark Registration No.(s)  
Please see attached Schedule I

Additional numbers attached?  Yes  No

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

Name: BROBERG, PALEGERE & HARRISON LLP  
 Internal Address: \_\_\_\_\_  
Attn: Kimberley A. Lathrop

Street Address: 550 South Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 58

7. Total fee (37 CFR 3.41).....\$ 1465.00

Enclosed  
 Authorized to be charged to deposit account

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

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

05/03/2000 INCUBATED 00000140 1967719 DO NOT USE THIS SPACE

3. 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 copy of the original document.*

Kimberley A. Lathrop                      Kimberley A. Lathrop  
 Name of Person Signing                      Signature

Date: April 19, 2000

Total number of pages including cover sheet, attachments, and document: 48

**SCHEDULE II**  
Additional Conveying Parties

**RESI ACQUISITION (DELAWARE)  
CORPORATION,**  
a Delaware corporation,

**21ST CENTURY ENVIRONMENTAL  
MANAGEMENT, INC. OF RHODE  
ISLAND,**  
a Rhode Island corporation

**ADVANCED ENVIRONMENTAL  
SYSTEMS, INC.**  
a New York corporation

**ALLWASTE TANK CLEANING, INC.,**  
a Georgia corporation

**ALLWORTH, INC.,**  
an Alabama corporation

**ALRC, INC.,**  
a Delaware corporation

**ARC DUST PROCESSING (BARBADOS)  
LIMITED**  
a Barbados corporation

**BURLINGTON ENVIRONMENTAL INC.,**  
a Delaware corporation

**CAPPCO TUBULAR PRODUCTS USA,  
INC.,**  
a Georgia corporation

**CHEM-FREIGHT, INC.,**  
an Ohio corporation

**CHEMICAL POLLUTION CONTROL,  
INC. OF FLORIDA-A 21ST CENTURY  
ENVIRONMENTAL MANAGEMENT  
COMPANY**  
a Florida corporation

**COUSINS WASTE CONTROL  
CORPORATION,**  
an Ohio corporation

**21ST CENTURY ENVIRONMENTAL  
MANAGEMENT, INC. OF NEVADA,**  
a Nevada corporation

**ACE/ALLWASTE ENVIRONMENTAL  
SERVICES OF INDIANA, INC.,**  
an Illinois corporation

**ALLIES STAFFING LTD.,**  
an Ontario corporation

**ALL SAFETY AND SUPPLY, INC.,**  
a Texas corporation

**ALLWASTE RECOVERY SYSTEMS,  
INC.,**  
a Georgia corporation

**APLC, INC.,**  
a Delaware corporation

**PHILIP SERVICES/BIRMINGHAM,  
INC.,**  
an Alabama corporation

**BURLINGTON ENVIRONMENTAL INC.,**  
a Washington corporation

**CHEM-FAB, INC.,**  
a Texas corporation

**CHEMICAL POLLUTION CONTROL,  
INC. OF NEW YORK-A 21ST CENTURY  
ENVIRONMENTAL MANAGEMENT  
COMPANY**  
a New York corporation

**CHEMICAL RECLAMATION  
SERVICES, INC.,**  
a Texas corporation

**CYANOKEM INC.,**  
a Michigan corporation

**DELTA MAINTENANCE, INC.,**  
a Louisiana corporation

**IST HOLDING CORP.,**  
a Colorado corporation

**LUNTZ ACQUISITION (DELAWARE)  
CORPORATION,**  
a Delaware corporation

**LUNTZ CORPORATION,**  
a Delaware corporation

**NORTRU, INC.,**  
a Michigan corporation

**ONEIDA ASBESTOS ABATEMENT INC.,**  
a Delaware corporation

**PHILIP AUTOMOTIVE, LTD.,**  
a Pennsylvania corporation

**PHILIP CHEMI-SOLV, INC.,**  
a Texas corporation

**PHILIP ENVIRONMENTAL SERVICES  
CORPORATION,**  
a Missouri corporation

**PHILIP HYDRO-ENGINEERING &  
SERVICE, INC.,**  
a Texas corporation

**PHILIP INDUSTRIAL SERVICES (USA),  
INC.,**  
a Delaware corporation

**DEEP CLEAN, INC.,**  
a Michigan corporation

**HARTNEY CORPORATION,**  
a Nevada corporation

**INDUSTRIAL SERVICES  
TECHNOLOGIES, INC.,**  
a Colorado corporation

**JESCO INDUSTRIAL SERVICE, INC.,**  
a Kentucky corporation

**NORTHLAND ENVIRONMENTAL, INC.,**  
a Delaware corporation

**NORTRU, LTD.,**  
an Ontario corporation

**ONEIDA ASBESTOS REMOVAL, INC.,**  
a New York corporation

**PHILIP ANALYTICAL SERVICES INC.,**  
an Ontario corporation

**PHILIP CORROSION SERVICES, INC.,**  
a Nevada corporation

**PHILIP ENVIRONMENTAL SERVICES,  
INC.,**  
a Delaware corporation

**PHILIP ENVIRONMENTAL  
(WASHINGTON) INC.,**  
a Washington corporation

**PHILIP INDUSTRIAL SERVICES  
GROUP, INC.,**

a Delaware corporation

**PHILIP INTERNATIONAL  
DEVELOPMENT INC.,**

a Barbados corporation

**PHILIP/J.D. MEAGHER, INC.,**

a Massachusetts corporation

**PHILIP METALS (NEW YORK), INC.,**

a New York corporation

**PHILIP METALS, INC.,**

an Ohio corporation

**PHILIP OIL RECYCLING, INC.,**

a North Dakota corporation

**PHILIP RECLAMATION SERVICES,  
HOUSTON, INC.,**

a Texas corporation

**PHILIP SCAFFOLD CORPORATION,**

a Colorado corporation

**PHILIP SERVICES INC.,**

an Ontario corporation

**PHILIP SERVICES/ATLANTA, INC.,**

a Georgia corporation

**PHILIP SERVICES CECATUR INC.,**

a Delaware corporation

**PHILIP SERVICES (INTERNATIONAL),  
INC.,**

a Delaware corporation

**PHILIP SERVICES/MISSOURI, INC.,**

a Delaware corporation

**PHILIP SERVICES/NORTH ATLANTIC,  
INC.,**

a Delaware corporation

**PHILIP SERVICES/OHIO, INC.,**

an Ohio corporation

**PHILIP INDUSTRIAL SERVICES OF  
TEXAS, INC.,**

a Texas corporation

**PHILIP INVESTMENT CORP.,**

an Ontario corporation

**PHILIP MECHANICAL SERVICES OF  
LOUISIANA, INC.,**

a Louisiana corporation

**PHILIP METALS (USA), INC.,**

an Ohio corporation

**PHILIP METALS RECOVERY (USA)  
INC.,**

an Arizona corporation

**PHILIP PLANT SERVICES, INC.,**

a Delaware corporation

**PHILIP REFRACTORY SERVICES, INC.,**

a Nevada corporation

**PHILIP/SECO INDUSTRIES, INC.,**

a Louisiana corporation

**PHILIP SERVICES (PENNSYLVANIA),  
INC.,**

a Pennsylvania corporation

**PHILIP SERVICES HAWAII, LTD.,**

a Hawaii corporation

**PHILIP SERVICES CECATUR  
HOLDINGS LLC,**

a Delaware limited liability company

**PHILIP SERVICES/LOUISIANA, INC.,**

a Louisiana corporation

**PHILIP SERVICES/MOBILE, INC.,**

an Alabama corporation

**PHILIP SERVICES/NORTH CENTRAL,  
INC.,**

an Iowa corporation

**PHILIP SERVICES/OKLAHOMA, INC.,**

a Oklahoma corporation

**PHILIP SERVICES PHENCORP  
INTERNATIONAL INC.,**  
a Delaware corporation

**PHILIP SERVICES/SOUTH CENTRAL,  
INC.,**  
a Colorado corporation

**PHILIP ST, INC.,**  
a Texas corporation

**PHILIP TECHNICAL SERVICES, INC.,**  
a Texas corporation

**PHILIP WEST INDUSTRIAL SERVICES,  
INC.,**  
a California corporation

**PIPING COMPANIES, INC.,**  
an Oklahoma corporation

**PIPING MECHANICAL CORPORATION,**  
a Colorado corporation

**RECYCLAGE D'ALUMINIUM QUEBEC  
INC./QUEBEC ALUMINUM RECYCLING  
INC.,**  
a Canadian corporation

**REPUBLIC ENVIRONMENTAL  
RECYCLING (NEW JERSEY), INC.,**  
a New Jersey corporation

**REPUBLIC ENVIRONMENTAL  
SYSTEMS (TECHNICAL SERVICES  
GROUP), INC.,**  
a New Jersey corporation

**RESOURCE RECOVERY  
CORPORATION,**  
a Washington corporation

**RMF GLOBAL, INC.,**  
an Ohio corporation

**SERVTECH CANADA, INC.,**  
a Canada corporation

**PHILIP SERVICES (PHENCORP) LLC,**  
a Delaware limited liability company

**PHILIP SERVICES/SOUTHWEST, INC.,**  
an Arizona corporation

**PHILIP ST PIPING, INC.,**  
a Texas corporation

**PHILIP TRANSPORTATION AND  
REMEDICATION, INC.,**  
a California corporation

**PHILIP/WHITING, INC.,**  
a Delaware corporation

**PIPING HOLDINGS CORP.,**  
an Oklahoma corporation

**PSC ENTERPRISES, INC.,**  
a Delaware corporation

**REPUBLIC ENVIRONMENTAL  
SYSTEMS (PENNSYLVANIA), INC.,**  
a Pennsylvania corporation

**REPUBLIC ENVIRONMENTAL  
SYSTEMS (TRANSPORTATION  
GROUP), INC.,**  
a Pennsylvania corporation

**RHO-CHEM CORPORATION,**  
a California corporation

**RMF INDUSTRIAL CONTRACTING,  
INC.,**  
a Michigan corporation

**SERV-TECH EPC, INC.,**  
a Nevada corporation

**SERV-TECH INTERNATIONAL SALES, INC.,**

U.S. Virgin Islands corporation

**SOLVENT RECOVERY CORPORATION,**

a Missouri corporation

**TERMINAL TECHNOLOGIES, INC.,**

a Texas corporation

**TOTAL REFRACTORY SYSTEMS, INC.,**

a Nevada corporation

**GEORGIA RECOVERY SYSTEMS,**

a Georgia Partnership

**SERV-TECH SERVICES, INC.,**

a Texas corporation

**ST DELTA CANADA, INC.,**

an Ontario corporation

**THERMALKEM, INC.,**

a Delaware corporation

**UNITED INDUSTRIAL MATERIALS, INC.,**

a Nevada corporation

**GRS/LAKE CHARLES, LTD.,**

a Louisiana limited partnership

**SCHEDULE I**

**UNITED STATES FEDERAL REGISTRATIONS AND APPLICATIONS**

Mark	Reg. No. / Serial No.	Reg. Date / Filing Date	Record Owner
21EMI	1,967,719	4/16/96	21 <sup>st</sup> Century Environmental Management, Inc. (DE corp. located in RI)
21EMI	1,963,731	3/26/96	21 <sup>st</sup> Century Environmental Management, Inc. (DE corp. located in RI)
21 <sup>ST</sup> CENTURY ENVIRONMENTAL MANAGEMENT, INC. & Design	1,979,166	6/11/96	21 <sup>st</sup> Century Environmental Management, Inc. (DE corp. located in RI)
RE-FIX	1,969,277	4/23/96	21 <sup>st</sup> Century Environmental Management, Inc. (DE corp. located in RI)
SPILL SAFE	1,940,590	12/12/95	21 <sup>st</sup> Century Environmental management, Inc. (DE corp. located in RI)
ADVANCED ENVIRONMENTAL SYSTEMS AES & Design	2,111,453	11/4/97	Advanced Environmental Systems, Inc.
ADVANCED ENVIRONMENTAL SYSTEMS AES & Design	74-285,050	6/15/92	Advanced Environmental Systems, Inc.
ALLIES	2,016,990	11/19/96	ALRC, Inc.
ALLWASTE & DESIGN	1,549,498	7/25/89	ALRC, Inc.
ALLWASTE	1,541,886	5/30/89	ALRC, Inc.
COSOURCING	75-319,394	7/3/97	ALRC, Inc.
DEDICATED TO ENVIRONMENTAL EXCELLENCE	1,714,748	9/8/92	ALRC, Inc.
HYDROCARBON SHEARING	2,215,595	12/29/98	ALRC, Inc.
CONVERTIN	1,997,032	8/27/96	Chemical Pollution Control Products, Inc.

336957.02-New York STA

15	DESINFECTIN	1,997,031	8/27/96	Chemical Pollution Control Products, Inc.
16	CLEAN AMERICA	1,983,417	7/2/96	Clean America, Inc. (now Philip Mid-Atlantic Inc.)
17	CHEM TARP	1,997,202	8/27/96	Cousins Waste Control Corporation
18	COUSINS PINE SAP EMULSION PRODUCT	2,064,524		Cousins Waste Control Corporation
19	COUSINS CHEM TARP	1,997,201	8/27/96	Cousins Waste Control Corporation
20	CUSCAN	1,616,068	10/2/90	Cousins Waste Control Corporation
21	CUSCANTAINER	1,743,574	12/29/92	Cousins Waste Control Corp.
22	CYANOKEM	1,597,852	5/22/90	Nortru, Inc.
23	EPOC	1,825,675	3/8/94	Nortru, Inc.
24	CHEMISOLV	1,710,998	9/1/92	Philip Chemi-Solv, Inc.
25	FAST CLEAN	1,846,982	7/26/94	Philip ST, Inc. (formerly Serv-Tech, Inc.)
26	FAST DRAW & Design	1,415,287	10/28/86	Philip ST, Inc. (formerly Serv-Tech, Inc.)
27	FAST DRAW	1,416,207	11/4/86	Philip ST, Inc. (formerly Serv-Tech, Inc.)
28	FUELSMART	2,171,547	7/7/98	Philip ST, Inc. (formerly Serv-Tech, Inc.)
29	FUELSMART	1,981,159	6/18/96	Philip ST, Inc. (formerly Serv-Tech, Inc.)
30	LIFE GUARD	1,883,110	3/7/95	Philip ST, Inc. (formerly Serv-Tech, Inc.)
31	PARTS	1,729,155	11/3/92	Philip Environmental Services Corp.
32	PARTS	1,776,923	6/15/93	Philip Environmental Services Corp.
33	PARTS	1,729,155	11/3/92	Philip Environmental Services Corp.
34	PARTS	1,776,923	6/15/93	Philip Environmental Services Corp.



35	PERFORMANCE PRICING	2,037,801	2/11/97	Philip ST, Inc. (formerly Serv-Tech, Inc.)
36	PHILIP ENVIRONMENTAL	2,059,355	5/6/97	Philip Services Corp.
37	PHILIP ENVIRONMENTAL	2,102,936	10/7/97	Philip Services Corp.
38	PHILIP ENVIRONMENTAL & Design	2,102,936	10/07/97	Philip Service Corp.
39	PHILIP ENVIRONMENTAL	2,059,355	5/6/97	Philip Services Corp.
40	PHILIP SERVICES	75-477411	4/30/98	Philip Services Corp.
41	PSC PHILIP SERVICES CORP. & Design	75-476474	4/29/98	Philip Services Corp.
42	PSC	75-477328	4/30/98	Philip Services Corp.
43	RECON	1,700,962	7/14/92	Philip Environmental Services Corp.
44	RECON	1,700,962	7/14/92	Philip Environmental Services Corp.
45	WELDSMART	1,994,140	8/13/96	Philip ST, Inc. (formerly Serv-Tech, Inc.)
46	PCC & Design	1,915,498	8/ 29/95	Plasma Processing Corporation
47	PLASMAL	1,999,706	9/10/96	Plasma Processing Corporation
48	PPC	1,905,997	8/18/95	Plasma Processing Corporation
49	RHO-CHEM	1,194,949	5/11/82	Rho-Chem Corporation
50	RHO-PERC	1,211,169	10/5/82	Rho-Chem Corporation
51	RHO-SOLV 703	1,196,575	6/1/82	Rho-Chem Corporation
52	RHO-THANE TF	1,527,607	3/7/89	Rho-Chem Corp.
53	RHO-TRON TPC	1,187,306	1/26/82	Rho-Chem Corporation
54	DESIGN ONLY	705,222	10/4/60	SECO Industries, Inc.

55	SECO	689,093	12/1/59	SECO Industries, Inc.
56	WEB FOOT	689,094	12/1/59	SECO Industries, Inc.
57	RECYCLING TODAY FOR TOMORROW'S COMMUNITY	1,746,010	1/12/93	Southern Foundry Supply Company (currently Philip Metals Inc.)
58	RECYCLING FOR THE FUTURE	1,640,807	4/9/91	Steiner-Liff Iron & Metal Company (currently Philip Metals Inc.)

STATE REGISTRATIONS AND APPLICATIONS

Mark	Reg. No. / Serial No.	Reg. Date / Filing Date	Record Owner
ALLWASTE ASBESTOS ABATEMENT	482659 Oklahoma	9/22/89	Allwaste Asbestos Abatement of Houston Inc.
ALLWASTE ASBESTOS ABATEMENT	89759	1/30/90	Allwaste Asbestos Abatement (Minnesota)
ALLWASTE ASBESTOS ABATEMENT	6120600 N. Dakota	12/17/90	Allwaste Asbestos Abatement - Mountain Region, Inc.
ALLWASTE ASBESTOS ABATEMENT	1102734 Nebraska	12/13/90	Allwaste Asbestos Abatement (Tennessee)
CHEM-FREIGHT CF and design	67605 Ohio	4/23/92	Chem-Freight
LIQUIDTAINER	5952 Ohio	1/14/85	Chem-Freight Inc. Bedford
SLUDGETAINER	4677 Ohio	10/13/82	Chem-Freight Inc. Bedford
DEEP CLEAN INDUSTRIES KEEPING YOUR BUILDING FRESH AND CLEAN ORIGINATOR OF WHITE GLOVE MAINTENANCE PROGRAM & Design	26800 Oklahoma	11/1/94	Deep Clean Industries, Inc.
DEEP CLEAN RESTROOM SERVICE & Design	26435 Oklahoma	5/4/94	Deep Clean Industries, Inc.
HYDRO-CHEM & Design	17737 Washington	12/28/87	Industrial Hydro-Chem Services, Inc. (now Philip West Industrial Services, Inc.)
HYDRO-CHEM INDUSTRIAL HDYRO-CHEM SERVICES, INC. & Design	17736 Washington	12/28/87	Industrial Hydro-Chem Services, Inc. (now Philip West Industrial Services, Inc.)

336958.02-New York S1A

PIPING ENGINEERING CO., INC.	Louisiana	11/18/93	Piping Companies, Inc.
L.S.T. MECHANICAL CORPORATION	TN00509260 Oklahoma	2/25/92	Piping Mechanical Corp.

CANADIAN TRADEMARK REGISTRATIONS

Mark	Reg. No. / Serial No.	Reg. Date / Filing Date	Record Owner
INTERNATIONAL GROUP OF COMPANIES 73 & Design	TMA125,117	1/19/62	Intermetco Limited
EPOC	TMA444,902	7/795	Nortru, Inc.
ALLWASTE & Design	TMA379,195	2/1/91	Philip Industrial Services Group, Inc.
ALLWASTE	TMA379,195	2/1/91	Philip Industrial Services Group, Inc.
ECOSAFE	TMA338,520	3/25/88	Philip Enterprises Inc.*
MASTIFF	0795,195	10/18/95	Philip Chemi-Solv, Inc.
NUTRISOLV	0795,196	10/18/95	Philip Chemi-Solv, Inc.
PHILIP & Design	TMA475,422	4/29/97	Philip Services Corp.*
PHILIP ENVIRONMENTAL	TMA431,169	7/29/94	Philip Services Corp.*
PHILIP SERVICES	TMA514,919	8/20/99	Philip Services Corp.*
PHILIP SERVICES CORP. PSC & Design	TMA501,028	9/21/98	Philip Services Corp.*
PSC	TMA501,181	9/24/98	Philip Services Corp.*
EQ ENVIRONMENTAL QUARTERLY & design	TMA484,214	10/17/97	Delsan Environmental Group, Ltd.*
FAST CLEAN	TMA459,505	4/26/95	Serv-Tech, Inc.

\* Canadian intellectual property to be transferred to Philip Services Inc. pursuant to the Canadian transactions.

336959.02-New York SIA

FAST DRAW	TMA456,707	4/19/96	Serv-Tech, Inc.
FAST DRAW & Design	TMA456,708	4/26/95	Serv-Tech, Inc.
LIFE GUARD	TMA452,548	12/29/94	Serv-Tech, Inc.

\* Canadian intellectual property to be transferred to Philip Services Inc. pursuant to the Canadian transactions.

336959-02-New York SIA

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of March 31, 2000, is made by **PHILIP SERVICES CORPORATION**, a Delaware corporation ("Parent") and each of Parent's Subsidiaries identified on the signature pages hereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Debtor" and individually and collectively, jointly and severally, "Debtors"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation (in its individual capacity, "Foothill"), not in its individual capacity, but solely as collateral agent for the Tranche A Lenders (in such capacity, the "Tranche A Collateral Agent"), **FOOTHILL**, not in its individual capacity, but solely as collateral agent for the Tranche B Lenders (in such capacity, the "Tranche B Collateral Agent"), **FOOTHILL**, not in its individual capacity, but solely as collateral agent for the Secured Term Lenders (in such capacity, the "Term Lender Collateral Agent"), and **FOOTHILL**, not in its individual capacity, but solely as collateral agent for the Secured PIK Lenders (in such capacity, the "PIK Lender Collateral Agent"; and the Tranche A Collateral Agent, the Tranche B Collateral Agent, the Term Lender Collateral Agent, and the PIK Lender Collateral Agent are referred to collectively as the "Collateral Agents"), with reference to the following:

**WHEREAS**, Parent and certain of its Subsidiaries (including certain of the Debtors) identified therein (individually and collectively, jointly and severally, the "Borrowers") are parties to that certain Loan Agreement (the "Revolving Loan Agreement"), of even date herewith, with the financial institutions and funds identified therein as the "Lenders" (consisting of the Tranche A Lenders and the Tranche B Lender as defined herein), and Foothill as arranger and administrative agent for the Lenders thereunder (in such capacity, together with its successors, if any, in such capacity, "Revolver Agent"; together with the Lenders, individually and collectively, the "Revolver Lender Group"), pursuant to which the Revolver Lender Group has agreed to make certain financial accommodations to Borrowers;

**WHEREAS**, Parent is a party to that certain Credit Agreement (the "Secured PIK/Term Credit Agreement"), of even date herewith, with the Persons party to the Secured PIK/Term Credit Agreement as lenders (consisting of the Secured PIK Lenders and the Secured Term Lenders as defined herein), and Canadian Imperial Bank of Commerce, as administrative agent for the Secured PIK Lenders and the Secured Term Lenders (in such capacity, together with its successors, if any, in such capacity, "Secured PIK/Term Agent"; together with the Secured PIK Lenders and the Secured Term Lenders, individually and collectively, the "Secured PIK/Term Lender Group"; and the Secured PIK/Term Lender Group together with the Revolver Lender Group, the "Combined Lender Group"), pursuant to which the Secured PIK/Term Lender Group has agreed to make certain financial accommodations to Parent;

**WHEREAS**, the Debtors (other than Parent) identified therein (individually and collectively, jointly and severally, the "Secured PIK/Term Guarantors") have executed

that certain Subsidiary Guaranty (the "Secured PIK/Term Guaranty"), of even date herewith, in favor of the Secured PIK/Term Lender Group, the PIK Lender Collateral Agent and the Term Lender Collateral Agent respecting certain obligations of Parent owing to the Secured PIK/Term Lender Group, the PIK Lender Collateral Agent and the Term Lender Collateral Agent under the Secured PIK/Term Documents;

**WHEREAS**, Parent and certain of its Subsidiaries (including certain of the Debtors) identified therein are contemporaneously herewith entering into that certain Security Agreement, dated as of the date hereof (the "Security Agreement"), with Collateral Agents, pursuant to which Parent and each such Subsidiary has granted to each of the Collateral Agents (acting individually and not jointly), a security interest in (among other things) all of its general intangibles;

**WHEREAS**, certain Subsidiaries of Parent (including certain of the Debtors) identified therein (individually and collectively, jointly and severally, the "Revolving Guarantors") have executed that certain General Continuing Guaranty (the "Revolving Guaranty"), of even date herewith, in favor of Revolver Agent and the Revolving Lender Group respecting certain obligations of Borrowers owing to the Revolver Agent and the Revolver Lender Group under the Revolver Loan Documents;

**WHEREAS**, the Revolving Guarantors are contemporaneously herewith entering into that certain Security Agreement, dated as of the date hereof (the "Revolving Guarantor Security Agreement"), with Collateral Agents, pursuant to which each Revolving Guarantor has granted to each of the Collateral Agents (acting individually and not jointly), a security interest in (among other things) all of their general intangibles; and

**WHEREAS**, pursuant to the Revolving Loan Agreement and the Secured PIK/Term Credit Agreement and as one of the conditions precedent to the obligations of the Combined Lender Group under the Revolving Loan Agreement and the Secured PIK/Term Credit Agreement, Debtors have agreed to execute and deliver this Agreement to each Collateral Agent, acting individually and not jointly, for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate the existing security interests of each Collateral Agent, acting individually and not jointly, in the Trademark Collateral (as defined herein).

**WHEREAS**, Foothill, the Collateral Agents, the Revolver Agent, Secured PIK/Term Agent, Parent, and the Subsidiaries of Parent identified on the signature pages thereto are contemporaneously herewith entering into that certain Collateral Agency and Intercreditor Agreement dated as of the date hereof (the "Collateral Agency and Intercreditor Agreement").

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor and Collateral Agents hereby agree as follows:



1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Agreement” has the meaning set forth in the preamble hereto.

“Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, and any successor statute.

“Closing Date” has the meaning set forth in the Revolving Loan Agreement.

“Canadian Collateral Agent Obligations” means with respect to a Canadian Debtor, any and all obligations of such Canadian Debtor to any Collateral Agent with respect to all or any part of the Collateral Agent Claims attributable to such Canadian Debtor or such Canadian Debtor’s Specified Borrower (as that term is defined in the Revolving Guaranty), including obligations of payment and obligations of performance, whether joint, several, or joint and several, whether fixed or indeterminate, due or not yet due, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, or disputed or undisputed, whether under a guaranty or otherwise, and whether arising under contract, in tort, by law, or otherwise.

“Canadian Debtors” shall mean the Canadian Guarantors, as defined in the Revolving Loan Agreement.

“Collateral Agency and Intercreditor Agreement” has the meaning set forth in the recitals hereto.

“Collateral Agent Claims” means any and all “claims” (used in its broadest sense, as contemplated by and defined in Section 101(5) of the Bankruptcy Code, but without regard to whether such claim would be disallowed under the Bankruptcy Code) now or hereafter arising or existing under or relating to this Agreement, the Revolver Loan Documents, or the Secured PIK/Term Documents in favor of any Collateral Agent.

“Collateral Agent Obligations” means any and all obligations of any one or more of Debtors to any Collateral Agent with respect to all or any part of the Collateral Agent Claims, including obligations of payment and obligations of performance, whether joint, several, or joint and several, whether fixed or indeterminate, due or not yet due, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, or disputed or undisputed, whether under a guaranty or otherwise, and whether arising under contract, in tort, by law, or otherwise.

“Collateral Agents” has the meaning set forth in the preamble to this Agreement.

“Collateral Agents’ Liens” means the liens granted herein or in any of the other Credit Documents (A) to Tranche A Collateral Agent for the benefit of the Tranche A Lenders, (B) to Tranche B Collateral Agent for the benefit of the Tranche B Lenders, (C) to Term Lender Collateral Agent for the benefit of the Secured Term Lenders, and (D) to PIK Lender Collateral Agent for the benefit of the Secured PIK Lenders.

“Combined Lender Group” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Credit Documents” shall mean, collectively, the Revolver Loan Documents and the Secured PIK/Term Documents.

“Debtor” and “Debtors” shall have the meanings ascribed to them in the introductory paragraph of this Agreement.

“Event of Default” shall have the meaning ascribed thereto in the Security Agreement.

“Guarantied PIK Obligations” shall have the meaning ascribed thereto in the Revolving Guarantor Security Agreement.

“Guarantied Term Obligations” shall have the meaning ascribed thereto in the Revolving Guarantor Security Agreement.

“Guarantied Tranche A Secured Obligations” shall have the meaning ascribed thereto in the Revolving Guarantor Security Agreement.

“Guarantied Tranche B Secured Obligations” shall have the meaning ascribed thereto in the Revolving Guarantor Security Agreement.

“Lien” means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

“Non-Canadian Debtors” shall mean the Obligors, other than the Canadian Debtors.

“Obligors” shall have the meaning set forth in the Revolving Loan Agreement.

“Person” means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

“PIK Loans” shall mean the senior secured accreting convertible loans owed by Parent to each of the Secured PIK Lenders under the Secured PIK/Term Credit Agreement.

“PIK Lender Collateral Agent” shall have the meaning set forth in the preamble to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined at UCC Section 9-306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance (whether any Collateral Agent is loss payee under any applicable insurance policy), indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person (including proceeds of infringement suits).

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Revolver Agent” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Revolver Lender Group” shall have the meaning ascribed thereto in the Recitals to this Agreement.

“Revolver Loan Documents” shall mean the “Loan Documents” as defined in the Revolving Loan Agreement.

“Revolver Obligations” shall mean the ‘Obligations’ as defined in the Revolving Loan Agreement.

“Revolving Guarantor Security Agreement” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Revolving Guarantors” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Revolving Guaranty” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Revolving Loan Agreement” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Secured Obligations” means, collectively, the Revolver Obligations, the Secured PIK Obligations, and the Secured Term Obligations.

“Secured PIK Lenders” shall mean the holders of the Secured PIK Obligations.

“Secured PIK Obligations” shall mean the “Obligations” (as defined in the Secured PIK/Term Credit Agreement) in respect of the PIK Loans owing by any Debtor to the Secured PIK/Term Lender Group, arising out of, or outstanding under, advanced or issued pursuant to, or evidenced by the Secured PIK/Term Documents, including the Secured PIK/Term Guaranty.

“Secured PIK/Term Credit Agreement” shall have the meaning set forth in the recitals to this Agreement.

“Secured PIK/Term Documents” shall mean the Secured PIK/Term Credit Agreement and any other agreement entered into, now or in the future, by any Debtor and the Secured PIK/Term Lender Group in connection with the Secured PIK/Term Credit Agreement.

“Secured PIK/Term Guarantors” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Secured PIK/Term Guaranty” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Secured PIK/Term Lender Group” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Secured Term Lenders” shall mean the holders of the Secured Term Obligations.

“Secured Term Obligations” shall mean the “Obligations” (as defined in the Secured PIK/Term Credit Agreement), other than any such “Obligations” (as defined in the Secured PIK/Term Credit Agreement) in respect of the PIK Loans, owing by any Debtor to the Secured PIK/Term Lender Group, arising out of, or outstanding under, advanced or issued pursuant to, or evidenced by the Secured PIK/Term Documents, including the Secured PIK/Term Guaranty.

“Term Lender Collateral Agent” shall have the meaning set forth in the preamble hereto.

“Tranche A Collateral Agent” shall have the meaning set forth in the preamble to this Agreement.

“Tranche A Lenders” shall mean the holders of the Revolver Obligations other than those Revolver Obligations that are in respect of the Tranche B Facility or those Revolver Obligations that specifically relate thereto.

“Tranche A Secured Obligations” means the Revolver Obligations other than the Tranche B Secured Obligations.

“Tranche B Collateral Agent” shall have the meaning set forth in the preamble to this Agreement.

“Tranche B Lenders” shall mean the holders of the Revolver Obligations in respect of the Tranche B Facility or that specifically relate thereto.

“Tranche B Secured Obligations” means the Revolver Obligations that are in respect of the Tranche B Facility and any other Revolver Obligations that are payable to, or for the account of, or owed to, any Tranche B Lender or any other Person on account of the Tranche B Facility (including any fees, costs, or expenses under the Revolver Loan Documents that are identified to the Tranche B Facility).

“Trademark Collateral” means:

- (i) all Trademarks,
- (ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;
- (iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of any Debtor’s business symbolized by the Trademarks or associated therewith; and
- (iv) all Proceeds of any and all of the foregoing Trademark Collateral.

“Trademarks” means all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by any Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States, and with any other relevant recording systems in any domestic or foreign jurisdiction (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or

supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of any Debtor, any Collateral Agent, or otherwise for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Revolving Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement, the Secured PIK/Term Credit Agreement and the Revolving Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Revolving Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of any Collateral Agent (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Revolving Loan Agreement or the Secured PIK/Term Credit Agreement. The provisions of this Agreement shall be subject to the express terms of the Collateral Agency and Intercreditor Agreement.

## 2. Security Interest.

### (a) Grant of Security Interest.

(i) Each Canadian Debtor severally (and not jointly or jointly and severally), in order to secure the prompt payment of all of such Debtor's Guaranteed Tranche A Secured Obligations and any Canadian Collateral Agent Obligations owing to the Tranche A Collateral Agent, and each Non-Canadian Debtor, jointly and severally, in order to secure the prompt payment of all of such Debtor's Tranche A Secured Obligations and any Collateral Agent Obligations owing to the Tranche A Collateral Agent, hereby grants to Tranche A Collateral Agent, for the benefit of the Tranche A Lenders and the Tranche A Collateral Agent, continuing security interests in all currently existing and hereafter acquired or arising Trademark Collateral.

(ii) Each Canadian Debtor severally (and not jointly or jointly and severally), in order to secure the prompt payment of all of such Debtor's Guaranteed Tranche B Secured Obligations and any Canadian Collateral Agent Obligations owing to the Tranche B Collateral Agent, and each Non-Canadian Debtor, jointly and severally, in order to secure the prompt payment of all of such Debtor's Tranche B Secured Obligations and any Collateral Agent Obligations owing to the Tranche B Collateral Agent, hereby grants to Tranche B Collateral Agent, for the benefit of the Tranche B Lenders and the Tranche B Collateral Agent, continuing security interests in all currently existing and hereafter acquired or arising Trademark Collateral.

(iii) Each Canadian Debtor severally (and not jointly or jointly and severally), in order to secure the prompt payment of all of such Debtor's Guaranteed Term Obligations and any Canadian Collateral Agent Obligations owing to the Term Lender Collateral Agent, and each Non-Canadian Debtor, jointly and severally, in order to secure the prompt payment of all of such Debtor's Secured Term

Obligations and any Collateral Agent Obligations owing to the Term Lender Collateral Agent, hereby grants to Term Lender Collateral Agent, for the benefit of the Secured Term Lenders and the Term Lender Collateral Agent, continuing security interests in all currently existing and hereafter acquired or arising Trademark Collateral.

(iv) Each Canadian Debtor severally (and not jointly or jointly and severally), in order to secure the prompt payment of all of such Debtor's Guaranteed PIK Obligations and any Canadian Collateral Agent Obligations owing to the PIK Lender Collateral Agent, and each Non-Canadian Debtor, jointly and severally, in order to secure the prompt payment of all of such Debtor's Secured PIK Obligations and any Collateral Agent Obligations owing to the PIK Lender Collateral Agent, hereby grants to PIK Lender Collateral Agent, for the benefit of the Secured PIK Lenders and the PIK Lender Collateral Agent, continuing security interests in all currently existing and hereafter acquired or arising Trademark Collateral.

(v) The priority of, and other rights with respect to, the Liens granted by the Debtors pursuant to Sections 2(a)(i), (ii), (iii), and (iv) are subject to the Collateral Agency and Intercreditor Agreement.

(vi) The multiple security interests granted herein (A) to Tranche A Collateral Agent for the benefit of the Tranche A Lenders, (B) to Tranche B Collateral Agent for the benefit of the Tranche B Lenders, (C) to Term Lender Collateral Agent for the benefit of the Secured Term Lenders, and (D) to PIK Lender Collateral Agent for the benefit of the Secured PIK Lenders, in each case, shall attach to all Trademark Collateral without further act on the part of any member of the Combined Lender Group or Debtors.

(b) Continuing Security Interest. Each Debtor agrees that this Agreement shall create continuing security interests in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 16.

(c) Incorporation into Security Agreements.

(i) This Agreement shall be fully incorporated into the Security Agreement and, with respect to each Debtor that is a party to the Security Agreement, all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(ii) This Agreement shall be fully incorporated into the Revolving Guarantor Security Agreement and, with respect to each Debtor that is a party to the Revolving Guarantor Security Agreement, all understandings, agreements and provisions contained in the Revolving Guarantor Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the



Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Revolving Guarantor Security Agreement.

(d) Permitted Licenses. Anything in this Agreement or any other Credit Document to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the Collateral Agents' Liens therein) in the ordinary course of business consistent with past practice, provided, that no Event of Default shall have occurred and be continuing at the time any such non-exclusive license shall be granted.

(e) Unassigned Agreements. If any agreement, right license or permit which is to be subject to the security interests granted herein is not capable of being subject to such security interests because (i) the grant of such security interests therein requires the consent of the other party or parties thereto and such consent has not been obtained as of the date hereof; (ii) the grant of such security interests therein requires compliance with stated conditions which have not been satisfied; (iii) such agreement, right, license or permit contains an express prohibition against the grant of a security interest or because the remedies for the enforcement of such agreement would not, as a matter of law, pass to the Collateral Agents as an incidence of the security interests granted herein or (iv) the grant of such security interests would otherwise constitute a breach or permit the acceleration or termination of such agreement, right license or permit (collectively the "Unassigned Agreements"), the applicable Debtor's beneficial interest in such Unassigned Agreement shall, until such consent to such grant, compliance with such conditions or waiver of such express prohibition, breach or right to accelerate or terminate has been obtained, not be subject to the security interests granted herein, and in any event shall to the fullest extent permitted by law be held in trust for the Collateral Agents by such Debtor and the said beneficial interest and all benefits derived under such Unassigned Agreement shall be for the account of the Collateral Agents, subject to the terms of this Agreement. Upon the security interests becoming enforceable, in order that the full value of the beneficial interest in every Unassigned Agreement may be realized for the benefit of the Collateral Agents, the applicable Debtor shall, at the request and under the direction of the Collateral Agents, in the name of such Debtor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of such Debtor under such Unassigned Agreement may be performed in such manner that the beneficial interest in such Unassigned Agreement shall be preserved and shall enure to the benefit of the Collateral Agents or as the Collateral Agents may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and such Debtor will promptly pay over to the Collateral Agents or as the Collateral Agents may direct in writing all Collateral collected by, paid to or otherwise received by such Debtor in respect of the beneficial interest in every such Unassigned Agreement.

3. Further Assurances; Appointment of Collateral Agents as Attorney-in-Fact.

Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to each Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to such Collateral Agent, and take any and all action, which such Collateral Agent may reasonably request from time to time, to perfect and continue

perfected, maintain the priority of or provide notice of such Collateral Agents' Liens in the Trademark Collateral and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by any Collateral Agent in accordance with the foregoing, such Collateral Agent shall have the right, in the name of such Debtor, in the name of such Collateral Agent, or otherwise, without notice to or assent by any Debtor, and each Debtor hereby irrevocably constitutes and appoints each Collateral Agent, acting severally and not jointly, (and any of such Collateral Agent's officers or employees or agents designated by such Collateral Agent) as such Debtor's true and lawful attorney-in-fact with full power and authority for the purpose of carrying out the terms of this Agreement, (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that such Collateral Agent reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of such Collateral Agents' Liens in the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, which such Collateral Agent reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for the Combined Lender Group to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 16.

4. Representations and Warranties. Each Debtor represents and warrants with respect to itself as follows:

(a) No Other Trademarks. Schedule A sets forth, a true and correct list of all of the existing Trademarks (whether registered or otherwise), or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Debtor.

(b) Validity. To each Debtor's knowledge, each of such Debtor's Trademarks listed in Schedule A and owned by such Debtor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Title. (i) Such Debtor has rights in and good and defensible title to its Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A

hereto as owned by it, such Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the Collateral Agents' Liens and Permitted Liens), and (iii) with respect to any Trademarks for which such Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Debtor or any such licensor with any other Person, no other Person is known by such Debtor to have any rights in or to any of the Trademark Collateral.

(d) No Infringement. To the best of such Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present and contemplated future use of the Trademark Collateral by such Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. Such Debtor has the unqualified right, power and authority to grant each of the Collateral Agents' Liens in all of such Debtor's Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Each Canadian Debtor severally (and not jointly or jointly and severally) and each Non-Canadian Debtor, jointly and severally, covenants that so long as this Agreement shall be in effect, such Debtor shall:

(a) promptly give each Collateral Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee;

(b) on a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or advisable or may be requested by any Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of such Collateral Agents' Liens, to ensure such Debtor's compliance with this Agreement or to enable the Combined Lender Group to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, each Debtor:

(i) hereby authorizes each Collateral Agent in its sole discretion if such Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by such Collateral

Agent, to modify this Agreement without first obtaining such Debtor's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by such Debtor after the execution hereof, or to delete any reference to any right, title or interest in any Trademark Collateral in which such Debtor no longer has or claims any right, title or interest; and

(ii) hereby authorizes each Collateral Agent, in its sole discretion, to file one or more financing or continuation statements, if such Debtor refuses to execute and deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by such Collateral Agent, any amendments thereto, relative to all or any portion of the Trademark Collateral, without the signature of such Debtor where permitted by law;

(c) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and do all other acts and take all other measures which, in such Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain the Trademark Collateral and all of such Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(d) comply with each of the terms and provisions of this Agreement, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of such Debtor under this Agreement without each Collateral Agent's prior written consent, which consent shall not be unreasonably withheld; and

(e) not permit the inclusion in any contract to which such Debtor becomes a party of any provision that could or might impair or prevent the creation of the Collateral Agents' Liens in such Debtor's rights and interest in any property included within the definition of Trademark Collateral acquired under such contracts.

6. Future Rights. If and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of this Agreement shall automatically apply thereto and such Debtor shall give to each Collateral Agent prompt notice thereof. Each Debtor shall do all things reasonably deemed necessary or advisable by any Collateral Agent to ensure the validity, perfection, priority and enforceability of the Collateral Agents' Liens in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by any Collateral Agent in connection herewith, such Debtor hereby authorizes each Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Remedies. Upon the occurrence and during the continuation of an Event of Default, each Collateral Agent, acting upon instructions given in accordance with the terms of the Collateral Agency and Intercreditor Agreement, shall have all rights and remedies available to it under the Security Agreement, the Revolving Guarantor Security Agreement, the other Credit Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other collateral. Each Debtor agrees that such rights and remedies include the right of each Collateral Agent as a secured party to sell or otherwise dispose of its Trademark Collateral after default, pursuant to UCC Section 9-504. Each Debtor agrees that each Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of such Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of any Debtor in which any Collateral Agent has a security interest, including the right to sell inventory, tooling or packaging which is acquired by any Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, each Collateral Agent, acting upon instructions given in accordance with the terms of the Collateral Agency and Intercreditor Agreement, shall have the right but shall in no way be obligated to bring suit, or to take such other action as such Collateral Agent deems necessary or advisable, in the name of any Debtor, such Collateral Agent, or otherwise to enforce or protect any of the Trademark Collateral, in which event each Debtor shall, at the request of any Collateral Agent, do any and all lawful acts and execute any and all documents reasonably required by such Collateral Agent in aid of such enforcement. To the extent that no Collateral Agent shall elect to bring suit to enforce such Trademark Collateral, each Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation, whether or not such infringement, misappropriation or violation constitutes an Event of Default.

8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Debtor, each Collateral Agent, and their respective successors and assigns.

9. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

10. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive the Combined Lender Group of such rights and remedies as may be available under federal law.

11. Entire Agreement; Amendment. This Agreement, the Security Agreement, and the Revolving Guarantor Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Security Agreement. Notwithstanding the foregoing, any Collateral Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof, and the terms of any such modification, amendment, supplement or supplemental Trademark Security Agreement shall be deemed to be incorporated herein by this reference.

12. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

13. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement

14. Security Agreements. Each Debtor acknowledges that the rights and remedies of each Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the Revolving Guarantor Security Agreement, and the other Credit Documents, and all such rights and remedies are cumulative.

15. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement and the other Credit Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

16. Financial Assistance. Notwithstanding any other provision of this Agreement or any of the other Credit Documents, no Canadian Debtor shall (i) have any direct liability under this Agreement in respect of the obligations or default of any other Debtor that is not a Specified Borrower (as defined in the Revolving Guaranty) of such

Canadian Debtor; and (ii) be considered to have granted a security interest hereunder for any obligations other than the obligations of its Specified Borrowers.

17. Several Agreement. This Agreement shall be construed as a separate agreement with respect to each Debtor and may be amended, modified, supplemented, waived or released with respect to any Debtor, or any representations, agreements, contracts, indemnities, liabilities or obligations of, or the security interests from, any other Debtor under this Agreement.

18. Termination. Upon the full and final payment of all of the Secured Obligations and the irrevocable termination of any obligation of any member of the Combined Lender Group to provide any additional credit under the Credit Documents, this Agreement shall terminate, the security interests granted hereunder shall be released and each Collateral Agent shall execute any documents, instruments or agreements, and shall take any other action, necessary to effect such termination or release. Furthermore, (i) upon the full and final payment of all of the Tranche A Secured Obligations and the irrevocable termination of any obligation of any Tranche A Lender to provide any additional credit under the Credit Documents, this Agreement shall terminate with respect to the Tranche A Collateral Agent, the security interests granted hereunder to the Tranche A Collateral Agent shall be released and the Tranche A Collateral Agent shall execute any documents, instruments or agreements, and shall take any other action, necessary to effect such termination or release, (ii) upon the full and final payment of all of the Tranche B Secured Obligations and the irrevocable termination of any obligation of any Tranche B Lender to provide any additional credit under the Credit Documents, this Agreement shall terminate with respect to the Tranche B Collateral Agent, the security interests granted hereunder to the Tranche B Collateral Agent shall be released and the Tranche B Collateral Agent shall execute any documents, instruments or agreements, and shall take any other action, necessary to effect such termination or release, (iii) upon the full and final payment of all of the Secured Term Obligations and the irrevocable termination of any obligation of any Secured Term Lenders to provide any additional credit under the Credit Documents, this Agreement shall terminate with respect to the Term Lender Collateral Agent, the security interests granted hereunder to the Term Lender Collateral Agent shall be released and the Term Lender Collateral Agent shall execute any documents, instruments or agreements, and shall take any other action, necessary to effect such termination or release and (iv) upon the full and final payment of all of the Secured PIK Obligations and the irrevocable termination of any obligation of any Secured PIK Lenders to provide any additional credit under the Credit Documents, this Agreement shall terminate with respect to the PIK Lender Collateral Agent, the security interests granted hereunder to the PIK Lender Collateral Agent shall be released and the PIK Lender Collateral Agent shall execute any documents, instruments or agreements, and shall take any other action, necessary to effect such termination or release.

19. Conflicting Instructions. In the event that one or more of Debtors receive conflicting instructions from one or more Collateral Agents, Debtors shall (i) follow instructions of Tranche A Collateral Agent until the Tranche A Secured Obligations have been paid in full, (ii) follow instructions of Tranche B Collateral Agent from and after the

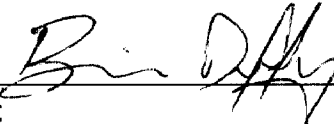
payment in full of the Tranche A Secured Obligations and until such time as the Tranche B Secured Obligations have been paid in full; (iii) follow instructions of Term Lender Collateral Agent from and after the payment in full of the Tranche B Secured Obligations and until such time as the Secured Term Obligations have been paid in full, and (iv) follow instructions of PIK Lender Collateral Agent after payment in full of the Secured Term Obligations.

20. Effective Date. Notwithstanding that this Agreement is expressed to be dated as of March 31, 2000, it is agreed that this Agreement shall be delivered on and take effect as and from the Closing Date.

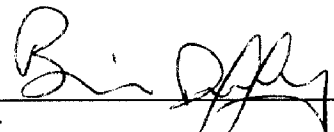


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

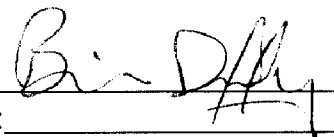
**FOOTHILL CAPITAL CORPORATION**, a California corporation, not in its individual capacity, but solely as collateral agent for the Tranche A Lenders

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

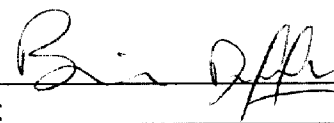
**FOOTHILL CAPITAL CORPORATION**, a California corporation, not in its individual capacity, but solely as collateral agent for the Tranche B Lenders

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


**FOOTHILL CAPITAL CORPORATION**, a California corporation, not in its individual capacity, but solely as collateral agent for the Secured Term Lenders

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

**FOOTHILL CAPITAL CORPORATION**, a California corporation, not in its individual capacity, but solely as collateral agent for the Secured PIK Lenders

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

**PHILIP SERVICES CORPORATION, a  
Delaware corporation**

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

**RESI ACQUISITION (DELAWARE)  
CORPORATION,**  
a Delaware corporation,

**21ST CENTURY ENVIRONMENTAL  
MANAGEMENT, INC. OF RHODE  
ISLAND,**  
a Rhode Island corporation

**ADVANCED ENVIRONMENTAL  
SYSTEMS, INC.**  
a New York corporation

**ALLWASTE TANK CLEANING, INC.,**  
a Georgia corporation

**ALLWORTH, INC.,**  
an Alabama corporation

**ALRC, INC.,**  
a Delaware corporation

**ARC DUST PROCESSING (BARBADOS)  
LIMITED**  
a Barbados corporation

**BURLINGTON ENVIRONMENTAL INC.,**  
a Delaware corporation

**CAPPCO TUBULAR PRODUCTS USA,  
INC.,**  
a Georgia corporation

**CHEM-FREIGHT, INC.,**  
an Ohio corporation

**CHEMICAL POLLUTION CONTROL,  
INC. OF FLORIDA-A 21ST CENTURY  
ENVIRONMENTAL MANAGEMENT  
COMPANY**  
a Florida corporation

**COUSINS WASTE CONTROL  
CORPORATION,**  
an Ohio corporation

**21ST CENTURY ENVIRONMENTAL  
MANAGEMENT, INC. OF NEVADA,**  
a Nevada corporation

**ACE/ALLWASTE ENVIRONMENTAL  
SERVICES OF INDIANA, INC.,**  
an Illinois corporation

**ALLIES STAFFING LTD.,**  
an Ontario corporation

**ALL SAFETY AND SUPPLY, INC.,**  
a Texas corporation

**ALLWASTE RECOVERY SYSTEMS,  
INC.,**  
a Georgia corporation

**APLC, INC.,**  
a Delaware corporation


**PHILIP SERVICES/BIRMINGHAM,  
INC.,**  
an Alabama corporation

**BURLINGTON ENVIRONMENTAL INC.,**  
a Washington corporation

**CHEM-FAB, INC.,**  
a Texas corporation

**CHEMICAL POLLUTION CONTROL,  
INC. OF NEW YORK-A 21ST CENTURY  
ENVIRONMENTAL MANAGEMENT  
COMPANY**  
a New York corporation

**CHEMICAL RECLAMATION  
SERVICES, INC.,**  
a Texas corporation

By:   
Colin Soule  
Corporate Secretary of the above corporations

**CYANOKEM INC.,**  
a Michigan corporation

**DELTA MAINTENANCE, INC.,**  
a Louisiana corporation

**IST HOLDING CORP.,**  
a Colorado corporation

**LUNTZ ACQUISITION (DELAWARE)  
CORPORATION,**  
a Delaware corporation

**LUNTZ CORPORATION,**  
a Delaware corporation

**NORTRU, INC.,**  
a Michigan corporation

**ONEIDA ASBESTOS ABATEMENT INC.,**  
a Delaware corporation

**PHILIP AUTOMOTIVE, LTD.,**  
a Pennsylvania corporation

**PHILIP CHEMI-SOLV, INC.,**  
a Texas corporation

**PHILIP ENVIRONMENTAL SERVICES  
CORPORATION,**  
a Missouri corporation

**PHILIP HYDRO-ENGINEERING &  
SERVICE, INC.,**  
a Texas corporation

**PHILIP INDUSTRIAL SERVICES (USA),  
INC.,**  
a Delaware corporation

**DEEP CLEAN, INC.,**  
a Michigan corporation

**HARTNEY CORPORATION,**  
a Nevada corporation

**INDUSTRIAL SERVICES  
TECHNOLOGIES, INC.,**  
a Colorado corporation

**JESCO INDUSTRIAL SERVICE, INC.,**  
a Kentucky corporation

**NORTHLAND ENVIRONMENTAL, INC.,**  
a Delaware corporation

**NORTRU, LTD.,**  
an Ontario corporation

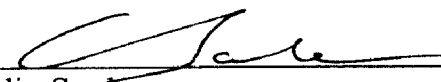
**ONEIDA ASBESTOS REMOVAL, INC.,**  
a New York corporation

**PHILIP ANALYTICAL SERVICES INC.,**  
an Ontario corporation

**PHILIP CORROSION SERVICES, INC.,**  
a Nevada corporation

**PHILIP ENVIRONMENTAL SERVICES,  
INC.,**  
a Delaware corporation

**PHILIP ENVIRONMENTAL  
(WASHINGTON) INC.,**  
a Washington corporation

By:   
Colin Soule  
Corporate Secretary of the above corporations

**PHILIP INDUSTRIAL SERVICES  
GROUP, INC.,**  
a Delaware corporation

**PHILIP INTERNATIONAL  
DEVELOPMENT INC.,**  
a Barbados corporation

**PHILIP/J.D. MEAGHER, INC.,**  
a Massachusetts corporation

**PHILIP METALS (NEW YORK), INC.,**  
a New York corporation

**PHILIP METALS, INC.,**  
an Ohio corporation

**PHILIP OIL RECYCLING, INC.,**  
a North Dakota corporation

**PHILIP RECLAMATION SERVICES,  
HOUSTON, INC.,**  
a Texas corporation

**PHILIP SCAFFOLD CORPORATION,**  
a Colorado corporation

**PHILIP SERVICES INC.,**  
an Ontario corporation

**PHILIP SERVICES/ATLANTA, INC.,**  
a Georgia corporation

**PHILIP SERVICES CECATUR INC.,**  
a Delaware corporation

**PHILIP SERVICES (INTERNATIONAL),  
INC.,**  
a Delaware corporation

**PHILIP INDUSTRIAL SERVICES OF  
TEXAS, INC.,**  
a Texas corporation

**PHILIP INVESTMENT CORP.,**  
an Ontario corporation

**PHILIP MECHANICAL SERVICES OF  
LOUISIANA, INC.,**  
a Louisiana corporation

**PHILIP METALS (USA), INC.,**  
an Ohio corporation

**PHILIP METALS RECOVERY (USA)  
INC.,**  
an Arizona corporation

**PHILIP PLANT SERVICES, INC.,**  
a Delaware corporation

**PHILIP REFRACTORY SERVICES, INC.,**  
a Nevada corporation


**PHILIP/SECO INDUSTRIES, INC.,**  
a Louisiana corporation

**PHILIP SERVICES (PENNSYLVANIA),  
INC.,**  
a Pennsylvania corporation

**PHILIP SERVICES HAWAII, LTD.,**  
a Hawaii corporation

**PHILIP SERVICES CECATUR  
HOLDINGS LLC,**  
a Delaware limited liability company

**PHILIP SERVICES/LOUISIANA, INC.,**  
a Louisiana corporation

By:   
Eolin Soule  
Corporate Secretary of the above corporations

**PHILIP SERVICES/MISSOURI, INC.,**  
a Delaware corporation

**PHILIP SERVICES/NORTH ATLANTIC,  
INC.,**  
a Delaware corporation

**PHILIP SERVICES/OHIO, INC.,**  
an Ohio corporation

**PHILIP SERVICES PHENCORP  
INTERNATIONAL INC.,**  
a Delaware corporation

**PHILIP SERVICES/SOUTH CENTRAL,  
INC.,**  
a Colorado corporation

**PHILIP ST, INC.,**  
a Texas corporation

**PHILIP TECHNICAL SERVICES, INC.,**  
a Texas corporation

**PHILIP WEST INDUSTRIAL SERVICES,  
INC.,**  
a California corporation

**PIPING COMPANIES, INC.,**  
an Oklahoma corporation

**PIPING MECHANICAL CORPORATION,**  
a Colorado corporation

**RECYCLAGE D'ALUMINIUM QUEBEC  
INC./QUEBEC ALUMINUM RECYCLING  
INC.,**  
a Canadian corporation

**REPUBLIC ENVIRONMENTAL  
RECYCLING (NEW JERSEY), INC.,**  
a New Jersey corporation

**REPUBLIC ENVIRONMENTAL  
SYSTEMS (TECHNICAL SERVICES  
GROUP), INC.,**  
a New Jersey corporation

**PHILIP SERVICES/MOBILE, INC.,**  
an Alabama corporation

**PHILIP SERVICES/NORTH CENTRAL,  
INC.,**  
an Iowa corporation

**PHILIP SERVICES/OKLAHOMA, INC.,**  
a Oklahoma corporation

**PHILIP SERVICES (PHENCORP) LLC,**  
a Delaware limited liability company

**PHILIP SERVICES/SOUTHWEST, INC.,**  
an Arizona corporation

**PHILIP ST PIPING, INC.,**  
a Texas corporation

**PHILIP TRANSPORTATION AND  
REMEDICATION, INC.,**  
a California corporation

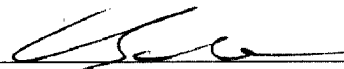
**PHILIP/WHITING, INC.,**  
a Delaware corporation

**PIPING HOLDINGS CORP.,**  
an Oklahoma corporation

**PSC ENTERPRISES, INC.,**  
a Delaware corporation

**REPUBLIC ENVIRONMENTAL  
SYSTEMS (PENNSYLVANIA), INC.,**  
a Pennsylvania corporation

**REPUBLIC ENVIRONMENTAL  
SYSTEMS (TRANSPORTATION  
GROUP), INC.,**  
a Pennsylvania corporation

By:   
Coffin Soule  
Corporate Secretary of the above corporations

**RHO-CHEM CORPORATION,**  
a California corporation

**RMF INDUSTRIAL CONTRACTING,  
INC.,**  
a Michigan corporation

**SERV-TECH INTERNATIONAL SALES,  
INC.,**  
U.S. Virgin Islands corporation

**SERV-TECH SERVICES, INC.,**  
a Texas corporation

**TERMINAL TECHNOLOGIES, INC.,**  
a Texas corporation

**TOTAL REFRACTORY SYSTEMS, INC.,**  
a Nevada corporation

**UNITED INDUSTRIAL MATERIALS,  
INC.,**  
a Nevada corporation

**RMF GLOBAL, INC.,**  
an Ohio corporation


**SERV-TECH EPC, INC.,**  
a Nevada corporation

**SERVTECH CANADA, INC.,**  
a Canada corporation


**SOLVENT RECOVERY CORPORATION,**  
a Missouri corporation

**ST DELTA CANADA, INC.,**  
an Ontario corporation


**THERMALKEM, INC.,**  
a Delaware corporation

By:   
Colin Soule  
Corporate Secretary of the above corporations

**GEORGIA RECOVERY SYSTEMS,**  
a Georgia Partnership

By:   
Colin Soule  
Secretary of Allwaste Recovery Systems, Inc.,  
General Partner

**GRS/LAKE CHARLES, LTD.,**  
a Louisiana limited partnership

By:   
Colin Soule  
Secretary of Allwaste Recovery Systems, Inc.,  
General Partner

State of New York )  
 ) ss  
County of New York )

On this \_\_\_ day of \_\_\_\_\_, before me Natalie Fernandez,  
Notary Public, personally appeared Brian Duffy, to me personally know, who being by  
me duly sworn says that he is the Vice President of Foothill Capital Corporation, in each  
of its respective capacities, that the seal affixed to the foregoing instrument is the  
corporate seal of said corporation, that said instrument was signed and sealed on behalf of  
said corporation by authority of its Board of Directors, and he acknowledged that the  
execution of the foregoing instrument was the free act and deed of said corporation.

WITNESS my hand and official seal.

[SEAL]

NATALIE FERNANDEZ  
Notary Public, State of New York  
No. 01FE6032414  
Qualified in Kings County  
Commission Expires Nov. 1, 2001

Natalie Fernandez  
Signature of Notary Public  
My Commission expires Nov. 1, 2001

State of New York )  
 ) ss  
County of New York )

On this \_\_\_ day of \_\_\_\_\_, before me Natalie Fernandez,  
Notary Public, personally appeared Colin Soule, to me personally know, who being by  
me duly sworn says that he is the Secretary of Philip Services Corporation and Affiliates,  
that the seal affixed to the foregoing instrument is the corporate seal of said corporation,  
that said instrument was signed and sealed on behalf of said corporation by authority of  
its Board of Directors, and he acknowledged that the execution of the foregoing instru-  
ment was the free act and deed of said corporation.

WITNESS my hand and official seal.

[SEAL]

NATALIE FERNANDEZ  
Notary Public, State of New York  
No. 01FE6032414  
Qualified in Kings County  
Commission Expires Nov. 1, 2001

Natalie Fernandez  
Signature of Notary Public  
My Commission expires Nov. 1, 2001



**SCHEDULE I**

**UNITED STATES FEDERAL REGISTRATIONS AND APPLICATIONS**

Mark	Reg. No. / Serial No.	Reg. Date / Filing Date	Record Owner
21EMI	1,967,719	4/16/96	21 <sup>st</sup> Century Environmental Management, Inc. (DE corp. located in RI)
21EMI	1,963,731	3/26/96	21 <sup>st</sup> Century Environmental Management, Inc. (DE corp. located in RI)
21 <sup>ST</sup> CENTURY ENVIRONMENTAL MANAGEMENT, INC. & Design	1,979,166	6/11/96	21 <sup>st</sup> Century Environmental Management, Inc. (DE corp. located in RI)
RE-FIX	1,969,277	4/23/96	21 <sup>st</sup> Century Environmental Management, Inc. (DE corp. located in RI)
SPELL SAFE	1,940,590	12/12/95	21 <sup>st</sup> Century Environmental management, Inc. (DE corp. located in RI)
ADVANCED ENVIRONMENTAL SYSTEMS AES & Design	2,111,453	11/4/97	Advanced Environmental Systems, Inc.
ADVANCED ENVIRONMENTAL SYSTEMS AES & Design	74-285,050	6/15/92	Advanced Environmental Systems, Inc.
ALLIES	2,016,990	11/19/96	ALRC, Inc.
ALLWASTE & DESIGN	1,549,498	7/25/89	ALRC, Inc.
ALLWASTE	1,541,886	5/30/89	ALRC, Inc.
COSOURCING	75-319,394	7/3/97	ALRC, Inc.
DEDICATED TO ENVIRONMENTAL EXCELLENCE	1,714,748	9/8/92	ALRC, Inc.
HYDROCARBON SHEARING	2,215,595	12/29/98	ALRC, Inc.
CONVERTIN	1,997,032	8/27/96	Chemical Pollution Control Products, Inc.

336957.02-New York S1A

DESINFECTIN	1,997,031	8/27/96	Chemical Pollution Control Products, Inc.
CLEAN AMERICA	1,983,417	7/2/96	Clean America, Inc. (now Philip Mid-Atlantic Inc.)
CHEM TARP	1,997,202	8/27/96	Cousins Waste Control Corporation
COUSINS PINE SAP EMULSION PRODUCT	2,064,524		Cousins Waste Control Corporation
COUSINS CHEM TARP	1,997,201	8/27/96	Cousins Waste Control Corporation
CUSCAN	1,616,068	10/2/90	Cousins Waste Control Corporation
CUSCANTAINER	1,743,574	12/29/92	Cousins Waste Control Corp.
CYANOKEM	1,597,852	5/22/90	Nortru, Inc.
EPOC	1,825,675	3/8/94	Nortru, Inc.
CHEMISOLV	1,710,998	9/1/92	Philip Chemi-Solv, Inc.
FAST CLEAN	1,846,982	7/26/94	Philip ST, Inc. (formerly Serv-Tech, Inc.)
FAST DRAW & Design	1,415,287	10/28/86	Philip ST, Inc. (formerly Serv-Tech, Inc.)
FAST DRAW	1,416,207	11/4/86	Philip ST, Inc. (formerly Serv-Tech, Inc.)
FUELSMART	2,171,547	7/7/98	Philip ST, Inc. (formerly Serv-Tech, Inc.)
FUELSMART	1,981,159	6/18/96	Philip ST, Inc. (formerly Serv-Tech, Inc.)
LIFE GUARD	1,883,110	3/7/95	Philip ST, Inc. (formerly Serv-Tech, Inc.)
PARTS	1,729,155	11/3/92	Philip Environmental Services Corp.
PARTS	1,776,923	6/15/93	Philip Environmental Services Corp.
PARTS	1,729,155	11/3/92	Philip Environmental Services Corp.
PARTS	1,776,923	6/15/93	Philip Environmental Services Corp.

PERFORMANCE PRICING	2,037,801	2/11/97	Philip ST, Inc. (formerly Serv-Tech, Inc.)
PHILIP ENVIRONMENTAL	2,059,355	5/6/97	Philip Services Corp.
PHILIP ENVIRONMENTAL	2,102,936	10/7/97	Philip Services Corp.
PHILIP ENVIRONMENTAL & Design	2,102,936	10/07/97	Philip Service Corp.
PHILIP ENVIRONMENTAL	2,059,355	5/6/97	Philip Services Corp.
PHILIP SERVICES	75-477411	4/30/98	Philip Services Corp.
PSC PHILIP SERVICES CORP. & Design	75-476474	4/29/98	Philip Services Corp.
PSC	75-477328	4/30/98	Philip Services Corp.
RECON	1,700,962	7/14/92	Philip Environmental Services. Corp.
RECON	1,700,962	7/14/92	Philip Environmental Services Corp.
WELDSMART	1,994,140	8/13/96	Philip ST, Inc. (formerly Serv-Tech, Inc.)
PCC & Design	1,915,498	8/29/95	Plasma Processing Corporation
PLASMAL	1,999,706	9/10/96	Plasma Processing Corporation
PPC	1,905,997	8/18/95	Plasma Processing Corporation
RHO-CHEM	1,194,949	5/11/82	Rho-Chem Corporation
RHO-PERC	1,211,169	10/5/82	Rho-Chem Corporation
RHO-SOLV 703	1,196,575	6/1/82	Rho-Chem Corporation
RHO-THANE TF	1,527,607	3/7/89	Rho-Chem Corp.
RHO-TRON TPC	1,187,306	1/26/82	Rho-Chem Corporation
DESIGN ONLY	705,222	10/4/60	SECO Industries, Inc.

SECO	689,093	12/1/59	SECO Industries, Inc.
WEB FOOT	689,094	12/1/59	SECO Industries, Inc.
RECYCLING TODAY FOR TOMORROW'S COMMUNITY	1,746,010	1/12/93	Southern Foundry Supply Company (currently Philip Metals Inc.)
RECYCLING FOR THE FUTURE	1,640,807	4/9/91	Steiner-Liff Iron & Metal Company (currently Philip Metals Inc.)

STATE REGISTRATIONS AND APPLICATIONS

Mark	Reg. No. / Serial No.	Reg. Date / Filing Date	Record Owner
ALL WASTE ASBESTOS ABATEMENT	482659 Oklahoma	9/22/89	Allwaste Asbestos Abatement of Houston Inc.
ALL WASTE ASBESTOS ABATEMENT	89759	1/30/90	Allwaste Asbestos Abatement (Minnesota)
ALL WASTE ASBESTOS ABATEMENT	6120600 N. Dakota	12/17/90	Allwaste Asbestos Abatement - Mountain Region, Inc.
ALL WASTE ASBESTOS ABATEMENT	1102734 Nebraska	12/13/90	Allwaste Asbestos Abatement (Tennessee)
CHEM-FREIGHT CF and design	67605 Ohio	4/23/92	Chem-Freight
LIQUIDTAINER	5952 Ohio	1/14/85	Chem-Freight Inc. Bedford
SLUDGETAINER	4677 Ohio	10/13/82	Chem-Freight Inc. Bedford
DEEP CLEAN INDUSTRIES KEEPING YOUR BUILDING FRESH AND CLEAN ORIGINATOR OF WHITE GLOVE MAINTENANCE PROGRAM & Design	26800 Oklahoma	11/1/94	Deep Clean Industries, Inc.
DEEP CLEAN RESTROOM SERVICE & Design	26435 Oklahoma	5/4/94	Deep Clean Industries, Inc.
HYDRO-CHEM & Design	17737 Washington	12/28/87	Industrial Hydro-Chem Services, Inc. (now Philip West Industrial Services, Inc.)
HYDRO-CHEM INDUSTRIAL HDYRO-CHEM SERVICES, INC. & Design	17736 Washington	12/28/87	Industrial Hydro-Chem Services, Inc. (now Philip West Industrial Services, Inc.)

336958.02-New York S1A

PIPING ENGINEERING CO., INC.	Louisiana	11/18/93	Piping Companies, Inc.
L.S.T. MECHANICAL CORPORATION	TN00509260 Oklahoma	2/25/92	Piping Mechanical Corp.

**CANADIAN TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Reg. No. / Serial No.</b>	<b>Reg. Date / Filing Date</b>	<b>Record Owner</b>
INTERNATIONAL GROUP OF COMPANIES 73 & Design	TMA125,117	1/19/62	Intermetco Limited
EPOC	TMA444,902	7/795	Nortru, Inc.
ALLWASTE & Design	TMA379,195	2/1/91	Philip Industrial Services Group, Inc.
ALLWASTE	TMA379,195	2/1/91	Philip Industrial Services Group, Inc.
ECOSAFE	TMA338,520	3/25/88	Philip Enterprises Inc.*
MASTIFF	0795,195	10/18/95	Philip Chemi-Solv, Inc.
NUTRISOLV	0795,196	10/18/95	Philip Chemi-Solv, Inc.
PHILIP & Design	TMA475,422	4/29/97	Philip Services Corp.*
PHILIP ENVIRONMENTAL	TMA431,169	7/29/94	Philip Services Corp.*
PHILIP SERVICES	TMA514,919	8/20/99	Philip Services Corp.*
PHILIP SERVICES CORP. PSC & Design	TMA501,028	9/21/98	Philip Services Corp.*
PSC	TMA501,181	9/24/98	Philip Services Corp.*
EQ ENVIRONMENTAL QUARTERLY & design	TMA484,214	10/17/97	Delsan Environmental Group, Ltd.*
FAST CLEAN	TMA459,505	4/26/95	Serv-Tech, Inc.

\* Canadian intellectual property to be transferred to Philip Services Inc. pursuant to the Canadian transactions.

336959.02-New York S1A

FAST DRAW	TMA456,707	4/19/96	Serv-Tech, Inc.
FAST DRAW & Design	TMA456,708	4/26/95	Serv-Tech, Inc.
LIFE GUARD	TMA452,548	12/29/94	Serv-Tech, Inc.

\* Canadian intellectual property to be transferred to Philip Services Inc. pursuant to the Canadian transactions.

336959.02-New York S1A