

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wheelabrator Group, Inc. (f/k/a International Surface
Preparation Group, Inc.)

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 15 , 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Scotland, as Agent

Internal Address: _____

Street Address: 565 Fifth Avenue

City: New York

State: NY

Country: USA Zip: 10017

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship DE

Other National Bank Citizenship _____
If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attached Schedule 1A

B. Trademark Registration No.(s)
Please see attached Schedule 1A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kimberly B. Herman c/o Sullivan & Worcester LLP

Internal Address: _____

Street Address: One Post Office Square

City: Boston

State: MA Zip: 02109

Phone Number: 617-338-2943

Fax Number: 617-338-2880

Email Address: kherman@sandw.com

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 500751

Authorized User Name Kimberly B. Herman

9. Signature: Kimberly B. Herman
Signature

August 30, 2005

Date

Kimberly B. Herman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$365.00 500751 78274806

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**TRADEMARKS**

Loan Party	Trademark	Country	Serial Number/ Registration No	Filing/Registration Date
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	AUTOBLAST	US	Reg. # 2270164	17-Aug-1999
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	CASTALLOY	US	Reg. # 2726419	17-June-2003
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	EZEFIT	US	Serial # 78274806	07-July-2003
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	FLEXBELT	US	Reg. # 2653113	26-Nov-2002
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	LONG-LYFE	US	Reg. # 0657738	1/28/1958
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	SOUNDABATOR	US	Serial # 75772814	11-August-1999
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	TRUBLAST	US	Reg. # 2270165	17-Aug-1999
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	SUPER III TUMBLAST	US	Reg. # 2782172	11-Nov-2003
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	SUPER V TUMBLAST	US	Reg. # 2571907	21-May-2002
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	TARGET-TRAK	US	Serial. # 76416888	4-June-2002
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	THE MOLDER & DESIGN	US	Reg. # 1273327	4/10/1984
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	THE MOLDER DESIGN	US	Reg. # 996927	10/29/72
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	TUMBLAST	US	Reg. # 2579410	6/11/2002
Wheelabrator Group, Inc. (f/k/a International Surface Preparation Group, Inc.)	WHEELAPEEN	US	Reg. # 0410216	11/14/1944

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Wheelabrator Group, Inc. f/k/a International Surface Preparation Group, Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated June 15, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Bank of Scotland, as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June, 2005.

WHEELABRATOR GROUP, INC.

(f/k/a International Surface Preparation Group, Inc.)

By: Ian B. Bird
Name: Ian B. Bird
Title: Senior Vice President, General Counsel and Secretary

STATE OF Colorado

ss.:

COUNTY OF Lafayette

On this 14th day of June, 2005, before me personally came IAN B. BIRD, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the SR VICE PRESIDENT GENERAL COUNSEL & SECRETARY OF WHEELABRATOR GROUP INC and that s/he executed the foregoing instrument in the firm name of WHEELABRATOR GROUP INC and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Susan Shermack
MY COMMISSION EXPIRES:
6/27/2007

