

C 7/15/09

09-01-2009

Form PTO-1594 (Rev. 07/05)
OMB Collection 0581-0027 (ex)



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

103572619

83507-14

2curr

To the Director of the U. S. P.

documents or the new address(es) below.

1. Name of conveying party(ies):

"See Attached List"

- Individual(s)
- General Partnership
- Corporation- State:
- 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) APRIL 3, 2009

- 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: "See Attached List"

Internal Address:

Street Address:

City:

State:

Country:

Zip:

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other 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)

78/809,845

B. Trademark Registration No.(s)

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: Laura L. Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Drive

City: Chicago

State: IL

Zip: 60601

Phone Number: (312) 558-6352

Fax Number: (312) 558-5700

Email Address: lkonzath@winston.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 232428

Authorized User Name L. Konrath

9. Signature:

Laura L. Konrath

Signature

5/18/09

Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be filed to (571) 273-2149, or mailed to: Mail Stop Assignment Registration Services, Director of the USPTO, P.O. Box 1458, Alexandria, VA 22313-1458

Brief

* Corrective of an incorrect SN 78/741,845
at reel 3982 frame 0772. Assignor hereby confirms the
Security agreement

Continuation Item 1

- 1) PSC, LLC a Delaware limited liability company
- 2) PSC Industrial Outsourcing, L.P. a Delaware Limited Partnership
- 3) RHO - CHEM, LLC a California limited liability company

Execution Date for all
3 conveying parties is
April 3, 2009

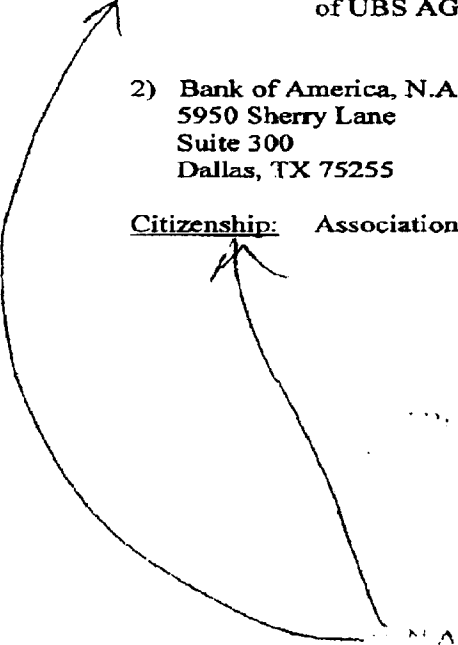
Continuation Item 2

1) UBS AG, Stamford Branch, as agent
677 Washington Blvd.
Stamford, CT 06901

Citizenship: UBS AG, Stamford Branch is the Connecticut-based, capital markets focused arm of UBS AG, a Swiss banking corporation, regulated by the Federal Reserve.

2) Bank of America, N.A.
5950 Sherry Lane
Suite 300
Dallas, TX 75255

Citizenship: Association, National U.S.

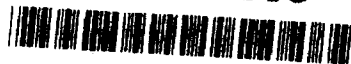


Citizenship
is Listed

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (g)

05-04-2009

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



SHEET
PLY 83507-14 (2)

To the Director of the U. S. ... 103559033

attached documents or the new address(es) below.

1. Name of conveying party(ies):

"See Attached List"

- Individual(s)
- General Partnership
- Corporation- State: _____
- 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) April 3, 2009

- Assignment
- Security Agreement
- Other Amended & Restated Trademark Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: "See Attached List"

Internal Address: _____

Street Address: _____

City: _____

State: _____

Country: _____

Zip: _____

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ 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)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

- Internal -

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-6700

Email Address: lkonzath@winston.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390

- 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 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature
Laura Konrath

Name of Person Signing

Date 5/16/09

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

Documents to be recorded (including cover sheet) should be faxed to (871) 273-8140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ORIG

EXECUTION COPY**Amended and Restated Trademark Security Agreement**

This Amended and Restated Trademark Security Agreement, dated as of April 3, 2009 (this "Trademark Security Agreement"), by PSC, LLC and certain other Pledgors signatory hereto (the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH and BANK OF AMERICA, N.A., each in its capacity as collateral agent pursuant to the Amended and Restated Credit Agreement (in such capacity, the "Collateral Agents") amends and restates in its entirety that certain Trademark Security Agreement, dated as of December 30, 2004 (the "Existing Trademark Security Agreement"), which continues in effect as so amended and restated as set forth herein.

WITNESSETH:

WHEREAS, Pledgors are party to that certain Security Agreement, dated as of December 30, 2004, as reaffirmed by that certain Reaffirmation of Security Agreement of even date herewith (as reaffirmed, the "Security Agreement") in favor of the Collateral Agents pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Collateral Agents, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgors hereby agree with the Collateral Agents as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agents for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all business goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agents pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agents with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agents shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Amendment and Restatement; Reaffirmation of Continuing Security. This Trademark Security Agreement amends and restates in its entirety the Existing Trademark Security Agreement, by and among the Pledgors and the Collateral Agents, which Existing Trademark Security Agreement continues in effect as so amended and restated as set forth herein. Without limiting the generality of the immediately preceding sentence, the liens granted under the Existing Trademark Security Agreement, as so amended and restated as set forth in this Trademark Security Agreement, shall in all respects be and remain continuing, securing the payment of all of the Obligations. The Pledgors acknowledge the execution and delivery of the Amended and Restated Credit Agreement on the date hereof and hereby reaffirm the security interests and liens granted to the Collateral Agents for their benefit and the ratable benefit of the Lenders pursuant to the Existing Trademark Security Agreement as so amended and restated herein.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PSC, LLC

By: David V Andrews

Name: David V. Andrews
Title: Vice President and Treasurer

PSC INDUSTRIAL OUTSOURCING, LP

By: David V Andrews

Name: David V. Andrews
Title: Treasurer

RHO-CHEM, LLC

By: David V Andrews

Name: David V. Andrews
Title: Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Pledgor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PSC, LLC

By: _____
Name: David V. Andrews
Title: Vice President and Treasurer

PSC INDUSTRIAL OUTSOURCING, LP

By: _____
Name: David V. Andrews
Title: Treasurer

RHO-CHEM, LLC

By: _____
Name: David V. Andrews
Title: Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: [Signature]
Name:
Title:

John E. Evans
Associate Director
Banking Products
800-333-1111

By: [Signature]
Name:
Title:

John R. Otsa
Associate Director
Banking Products
Services, LLC

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Pledgor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PSC, LLC

By: _____
Name: David V. Andrews
Title: Vice President and Treasurer

PSC INDUSTRIAL OUTSOURCING, LP

By: _____
Name: David V. Andrews
Title: Treasurer

RHO-CHEM, LLC

By: _____
Name: David V. Andrews
Title: Treasurer

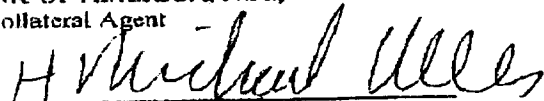
Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: **H. Michael Wills**
Title: **Senior Vice President**

SCHEDULE I TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK TITLE	TRADEMARK NO.	COUNTRY	ISSUED	RECORD OWNER
Rho-Thane TF	1,527,607	U.S. Federal	3/7/1989	Rho-Chem Corporation
Advanced Environmental Systems AES & Design	2,418,488	U.S. Federal	1/9/2001	PSC Industrial Outsourcing, Inc.
Allwaste & Design	1,549,498	U.S. Federal	7/25/1989	PSC Industrial Outsourcing, Inc.
Allwaste	1,541,886	U.S. Federal	5/30/1989	PSC Industrial Outsourcing, Inc.
Hydrocarbon Shearing	2,215,595	U.S. Federal	12/29/1998	PSC Industrial Outsourcing, Inc.
Chemisolv	1,710,998	U.S. Federal	9/1/1992	PSC Industrial Outsourcing, Inc.
Life Guard	1,883,110	U.S. Federal	3/7/1995	PSC Industrial Outsourcing, Inc.
Allwaste & Design	TMA 379,195	Canada	2/1/1991	PSC Industrial Outsourcing, Inc.
Life Guard	TMA 452,548	Canada	12/29/1995	PSC Industrial Outsourcing, Inc.
Life Guard Community Trade Mark	04004826	Europe	12/9/2005	PSC Industrial Outsourcing, Inc.
PSC and Design	25777,845	U.S. Federal	2/8/2005	PSC Industrial Outsourcing, Inc.
ROBOJET	3548243	U.S. Federal	12/16/2008	PSC Industrial Outsourcing, Inc.
ROBOJET and Design	78/741,726	U.S. Federal	10/27/2005	PSC Industrial Outsourcing, Inc.
TOUGH ON TANKS, CLEANER, FASTER, SAFER	3551918	U.S. Federal	12/23/2008	PSC Industrial Outsourcing, Inc.
FAST CLEAN	TMA459,505	Canada	6/14/1996	PSC Industrial Outsourcing, Inc.
LIFE GUARD	004004826	EU	12/9/2005	PSC Industrial Outsourcing, Inc.
LIFE GUARD	94535640	France	2/17/1995	PSC Industrial Outsourcing, Inc.
LIFE GUARD	2904388	Germany	4/5/1995	PSC Industrial Outsourcing, Inc.
LIFE GUARD	698995	Italy	12/24/1996	PSC Industrial Outsourcing, Inc.
LIFE GUARD	4093957	Japan	12/19/1997	PSC Industrial Outsourcing, Inc.
LIFE GUARD	499261	Mexico	6/16/1995	PSC Industrial Outsourcing, Inc.
LIFE GUARD	S-003708	Venezuela	2/9/1996	PSC Industrial Outsourcing, Inc.
PSC	2320352	U.S. Federal	2/22/2000	PSC Industrial Outsourcing, Inc.
PSC	3329226	U.S. Federal	11/6/2007	PSC Industrial Outsourcing, Inc.
PSC ROBOJET	3469449	U.S. Federal	7/15/2008	PSC Industrial Outsourcing, Inc.
HYDROCARBON SHEARING	2215595	U.S. Federal	12/29/1998	PSC Industrial Outsourcing, Inc.