

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assigns security interest only	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris N.A., as Agent		02/04/2010	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2583464	CES	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1921592		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

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**TRADEMARK
 REEL: 004143 FRAME: 0866**

Date:

02/04/2010

Total Attachments: 2

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NOTICE: ASSIGNMENT OF SECURED PARTY ONLY

PLEASE TAKE NOTICE that HARRIS N.A., a national banking association ("*Harris*"), as Agent (the "*Original Secured Party*") has resigned as collateral agent and the Secured Creditors (as defined in the Security Agreement hereinafter defined) have appointed BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), as successor collateral agent (the "*New Secured Party*") for itself and such other Secured Creditors pursuant to that certain Third Amended and Restated Security Agreement dated as of even date herewith, by and among CES Facilities Management Services, Inc., a Maryland corporation ("*Debtor*"), certain affiliates of Debtor, as debtors, and the New Secured Party (such Third Amended and Restated Security Agreement, as amended, modified, supplemented or restated from time to time, hereinafter referred to as the "*Security Agreement*"), all of its right, title and interest in, to and under the liens and security interests of Debtor, and such affiliates of Debtor, granted to the Original Secured Party pursuant to a Second Amended and Restated Security Agreement dated September 29, 2007 (the "*Prior Security Agreement*").

All trademarks, trademark registrations, trademark applications and rights therein of Debtor in favor of the Original Secured Party, including without limitation, all such property set forth in that certain Trademark Collateral Agreement of Debtor recorded with the United States Patent and Trademark Office on September 20, 2007 in Reel 003624, at Frame 0877, as listed on Schedule A attached hereto and made a part hereof are transferred and assigned, with their goodwill, to the New Secured Party, with its mailing address at 111 West Monroe, Chicago, Illinois 60603. All liens and other security interests heretofore vested against those trademarks, trademark registrations, trademark applications and rights thereto in favor of the Original Secured Party under the Prior Security Agreement remain effective now as against property interests therein of Debtor in favor of the New Secured Party under the Security Agreement as appointed by the Secured Creditors.

Date: February 4, 2010.

CES FACILITIES MANAGEMENT SERVICES,
INC.

By 

Name R. Kevin Matz

Title Vice President

**SCHEDULE A
TO NOTICE OF CHANGE IN SECURED PARTY**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK	COUNTRY	STATUS	APP. NO.	FILED	REG. NO.	REGISTERED
CES	UNITED STATES	REGISTERED	76,087,071	7/11/2000	2,583,464	6/18/2002