

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		07/30/2010	COMPANY:
Bank of America, N.A.		07/30/2010	National Association:

RECEIVING PARTY DATA

Name:	PSC, LLC
Street Address:	5151 SAN FELIPE
Internal Address:	SUITE 1600
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	PSC INDUSTRIAL OUTSOURCING, LP
Street Address:	5151 SAN FELIPE
Internal Address:	SUITE 1600
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	RHO-CHEM, LLC
Street Address:	5151 SAN FELIPE
Internal Address:	SUITE 1600
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 14

900168542

**TRADEMARK
 REEL: 004253 FRAME: 0614**

CH \$365.00 1527607

Property Type	Number	Word Mark
Registration Number:	1527607	RHO-THANE TF
Registration Number:	2418488	ADVANCED ENVIRONMENTAL SYSTEMS AES
Registration Number:	1549498	A ALLWASTE
Registration Number:	1541886	ALLWASTE
Registration Number:	2215595	HYDROCARBON SHEARING
Registration Number:	1710998	CHEMISOLV
Registration Number:	1883110	LIFE GUARD
Registration Number:	3548243	ROBOJET
Registration Number:	3551918	TOUGH ON TANKS. CLEANER, FASTER, SAFER.
Registration Number:	2320352	PSC
Registration Number:	3329226	PSC
Registration Number:	3469449	PSC ROBOJET
Serial Number:	78741726	TOUGH ON TANKS. CLEANER, FASTER, SAFER.
Serial Number:	78741845	KEEPING THE BOUNCE IN CHECK

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.310.8000
Email: suzanne.inglis@weil.com, vindra.richter@weil.com,
saundra.steinberg@weil.com, karen.joffrion@weil.com
Correspondent Name: Vindra Richter
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	48802.0100.L.STEINBERG
NAME OF SUBMITTER:	SAUNDRA STEINBERG
Signature:	/SAUNDRA STEINBERG/
Date:	08/03/2010

Total Attachments: 6
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**TERMINATION AND RELEASE OF
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Termination and Release") made as of the 30th day of July, 2010, by UBS AG, STAMFORD BRANCH and BANK OF AMERICA, N.A., each in its capacity as collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Collateral Agents") in favor of PSC, LLC ("PSC"), PSC Industrial Outsourcing, LP ("Outsourcing"), and Rho-Chem, LLC ("Rho-Chem"), together with PSC and Outsourcing, the "Pledgors"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement and the Loan Documents.

WITNESSETH:

WHEREAS, pursuant to that certain (A) Amended and Restated Credit Agreement, dated as of April 3, 2009, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PSC, PSC Industrial, Inc., and certain of their Subsidiaries party thereto, the Guarantors party thereto, the Lenders party thereto, and Collateral Agents; (B) Security Agreement, dated as of December 30, 2004, as reaffirmed by that certain Reaffirmation of Security Agreement (as reaffirmed, the "Security Agreement") in favor of the Collateral Agents pursuant to which the Pledgors were required to execute and deliver the Trademark Security Agreement (as defined below), among the Pledgors in favor of the Collateral Agents; and (C) Amended and Restated Trademark Security Agreement, dated as of April 3, 2009, by the Pledgors in favor of the Collateral Agents (the "Trademark Security Agreement") each Pledgor granted 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 under certain Pledged Collateral (as defined in the Security Agreement) of such Pledgor including (a) Trademarks of such Pledgors listed on Schedule I attached to the Trademark Security Agreement; (b) all business goodwill associated with such Trademarks; and (c) all Proceeds (as defined in the Security Agreement) of any and all of the Trademarks listed on Schedule I to the Trademark Security Agreement (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 3982, Frame 0772 on April 16, 2009, as corrected, at Reel 4051, Frame 0527 on July 15, 2009;

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

1. Each Collateral Agent, for the benefit of the Secured Parties, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the Trademarks listed on Schedule I attached hereto.
2. Each Collateral Agent hereby agrees, at the expense of the Borrowers, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents


necessary or reasonably requested by the Borrowers to effectuate, record or evidence the release of the Collateral Agent's security interest in the Trademark Collateral.

3. Each Collateral Agent authorizes the Pledgors to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.


4. This Termination and Release shall be governed by the law of the State of New York.

IN WITNESS WHEREOF, each Collateral Agent, for the benefit of the Secured Parties, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name:
Title:

Irja R. Otsa
Associate Director
Banking Products
Services US

By: 
Name:
Title:

Omar Musule
Associate Director
Banking Products
Services, US

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

By: H. Michael Wills
Name: H MICHAEL WILLS
Title: SENIOR VICE PRESIDENT

SIGNATURE PAGE TO TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL

TRADEMARK
REEL: 004253 FRAME: 0619

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	78/741,845	U.S. Federal	2/8/2006	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	TMA 459,505	Canada	6/14/1996	PSC Industrial Outsourcing, Inc.
LIFE GUARD	00404826	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.

TRADEMARK TITLE	TRADEMARK NO.	COUNTRY	ISSUED	RECORD OWNER
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	12/29/2008	PSC Industrial Outsourcing, Inc.

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