900297500 08/06/2014

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM313143

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination of Security Interest in United States Trademarks	

### **CONVEYING PARTY DATA**

Name	Name Formerly		Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent	FORMERLY Credit Suisse, Cayman Islands Branch	10/05/2012	Bank: SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	United Site Services, Inc.		
Street Address:	200 Friberg Parkway, Suite 4000		
City:	Westborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01581		
Entity Type:	CORPORATION: DELAWARE		

### **PROPERTY NUMBERS Total: 19**

PROPERTY NUMBERS Total: 19				
Property Type	Number	Word Mark		
Registration Number:	2489123	UNITED SITE SERVICES		
Registration Number:	2141748	HANDY HOUSE		
Registration Number:	2270111			
Registration Number:	2954364	UNITED SITE SERVICES		
Registration Number:	2954365	UNITED SITE SERVICES		
Registration Number:	2954366	UNITED SITE SERVICES		
Registration Number:	2963696	1-800-TOILETS		
Registration Number:	3283353	UNITED SITE SERVICES		
Registration Number:	3136219	UNITED SITE SERVICES		
Registration Number:	3403109	UNITED SITE SERVICES WWW.UNITEDSITESERVI		
Registration Number:	3377198	CAPITAL CHEM CAN		
Registration Number:	3179021	GREAT AMERICAN T.E.C.		
Registration Number:	3380135	UNITED SITE SERVICES		
Registration Number:	3400605	UNITED SITE SERVICES		
Serial Number:	76589061	1-888-TOILETS		
Serial Number:	76562169	UNITED SITE SERVICES		
Serial Number:	76561656	UNITED SITE SERVICES		
Serial Number:	76077017	UNITED SITE SERVICES		
Registration Number:	2053642	1-800-TOILETS TRADEMARK		
900297500		REEL: 005338 FRAME: 0208		

#### **CORRESPONDENCE DATA**

**Fax Number:** 6179518736

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 617-951-8132

Email: linda.salera@bingham.com

Correspondent Name: Linda A. Salera
Address Line 1: One Federal Street

Address Line 2: c/o Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	08/06/2014

#### **Total Attachments: 4**

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#### TERMINATION OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

October 5, 2012

WHEREAS, UNITED SITE SERVICES, INC., for itself and as successor in interest to each of 1-800 Toilets, Inc. and Handy House, Inc. (in such capacities, the "Grantor") had granted to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (formerly known as Credit Suisse, Cayman Islands Branch) in its capacity as collateral agent (in such capacity, the "Agent") for the Secured Parties referred to in the Agreements (as defined below), a continuing security interest (the "Security Interest") in (a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks"); (b) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and (c) any and all proceeds of the foregoing (all of the foregoing, collectively, the "Collateral"), pursuant to, among other things, (a) a certain Intellectual Property Security Agreement dated as of June 29, 2006 (the "2006 Agreement"), which was filed at the United States Patent and Trademark Office on July 10, 2006 and recorded on Reel 3344, Frame 0393, and (b) a certain Amended and Restated Intellectual Property Security Agreement dated as of December 15, 2009 (the "2009 Agreement", and together with the 2006 Agreement, individually, an "Agreement", and collectively, the "Agreements"; capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Agreements), which was filed at the United States Patent and Trademark Office on December 31, 2009 and recorded on Reel 4122, Frame 0894; and

WHEREAS, the Grantor has made payment in full of the indebtedness secured by the Security Interest in exchange for the termination of the Security Interest.

NOW, THEREFORE, the Agent releases and discharges its security interest in, and reassigns to the Grantor, any and all interest in the Collateral, including, without limitation, the

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Trademarks set forth on Schedule 1 attached hereto, and the goodwill of the businesses with which the Trademarks are associated. The Agent agrees that, upon request of the Grantor or any successor-in-interest or assignee thereof, and at the Grantor's sole cost and expense, the Agent will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the Grantor, or any successor-in-interest or assignee thereof, to effectuate the release of interests contemplated herein.

[signature page follows]

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IN WITNESS WHEREOF, the Agent, by the signature below of its duly authorized representative, agrees to be bound by the provisions of this Termination of Security Interest in United States Trademarks as of the date above first written. This document is intended to take effect as a sealed instrument.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Agent

By:

Name: \_
Title:

ROBERT HETU MANAGING DIRECTOR

By:

Name: Title:

KEVIN BUDDHDEW

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK
)
COUNTY OF NEW YORK

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 27 day of September, 2012, personally appeared Robert Hetu and Kevin Buddhdew, to me known personally or proved through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the attached document, and who, being by me duly sworn, deposes and says that he is the duly authorized Managing Director and Associate, of Credit Suisse AG, Cayman Islands Branch and said individual acknowledged said instrument to be the free act and deed of said Credit Suisse AG, Cayman Islands Branch.

Notary Public

My commission expires: April 13, 2013

SHARON D. WILLIAMS
Notary Public, State of New York
No. 01 Wi6203907

Qualified in New York County
Commission Expires April 13, 20

Signature Page to Termination of Security Interest in United States Trademarks

TRADEMARK
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# SCHEDULE 1

# **TRADEMARKS**

Trademark UNITED SITE SERVICES (word)	<u>Ser. No.</u> 75/874,898	Reg. No 2,489,123	Reg. Date 9/11/2001
HANDY HOUSE (word)	75/017,022	2,141,748	3/10/1998
The color yellow as applied to portable toilets	75/134,991	2,270,111	8/17/1999
USS oval design with blue/black letters	76/561,651	2,954,364	5/24/2005
USS oval design with white letters	76/561,652	2,954,365	5/24/2005
USS banner design (without URL)	76/561,657	2,954,366	5/24/2005
1-800-TOILETS (standard character)	76/561,653	2,963,696	6/28/2005
USS banner design (without URL)	76/561,655	3,283,353	8/21/2007
UNITED SITE SERVICES (standard character)	76/561,654	3,136,219	8/29/2007
USS blue and green arrow design with URL	78/680,259	3,403,109	3/25/2008
CAPITAL CHEM CAN	77/074,210	3,377,198	2.5.2008
GRAND AMERICAN T.E.C.	76/641,509	3,179,021	12/5/2006
USS blue and green arrow design & word mark	77/033,113	3,380,135	2/12/2008
UNITED SITE SERVICES (standard character)	77/033,128	3,400,605	3/25/2008
1-888-TOILETS (standard character)	76/589,061	n/a	4/28/2004
UNITED SITE SERVICES	76/562,169	n/a	11/14/2003
UNITED SITE SERVICES	76/561,656	n/a	11/12/2003
UNITED SITE SERVICES	76/077,017	n/a	6/21/2000
1-800-TOILETS 74/	303,549	2,053,642	4/15/1997

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**RECORDED: 08/06/2014** 

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