

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVIROCARE OF UTAH, LLC		04/13/2005	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Calyon New York Branch, as Administrative Agent		
Street Address:	1301 Avenue of the Americas		
City:	NEW YORK CITY		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Commercial bank: FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78539216	SAFE AND SECURE	
Registration Number:	2820898	ENVIROCARE	
Registration Number:	1987013		
Registration Number:	1987012	"THE SAFE ALTERNATIVE"	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@t-t.com		
Correspondent Name:	Thomson & Thomson		
Address Line 1:	1750 K Street, NW		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	CHRISTINE WILSON		

CH \$115.00 78539216

900024889

**TRADEMARK
 REEL: 003087 FRAME: 0450**

Signature:

/CHRISTINE WILSON/

Date:

04/29/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of April 13, 2005, by ENVIROCARE OF UTAH, LLC, a Utah limited liability company ("Grantor"), in favor of CALYON NEW YORK BRANCH, in its capacity as administrative agent for Lenders (the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement), by and among Grantor, ENV HOLDINGS LLC, CITIGROUP GLOBAL MARKETS INC., the other Loan Parties from time to time signatory thereto, the Administrative Agent and the other Agents and Lenders from time to time signatory thereto, the Lenders have agreed to make Loans to the Borrower; and

WHEREAS, Administrative Agent and the other Agents and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for itself and the benefit of Lenders, the Borrower's Security Agreement; and

WHEREAS, pursuant to the Borrower's Security Agreement, Grantor is required to execute and deliver this Agreement to the Administrative Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of Grantor's Obligations under the Credit Agreement and other Loan Documents, Grantor hereby grants to the Administrative Agent, for itself and the benefit of Lenders, a continuing Second Priority security interest (subject to First Priority Liens (as defined in the Borrower's Security Agreement) and Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): (a) all of its trademarks and trademark licenses to which it is a party including, without limitation, those set forth on Exhibit A attached hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any trademark or trademark licensed under any trademark license, and (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for itself and the benefit of Lenders, pursuant to the Borrower's Security Agreement.

Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Borrower's Security Agreement, the terms and provisions of which are incorporated by reference herein as if set forth at length herein.

3. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

4. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

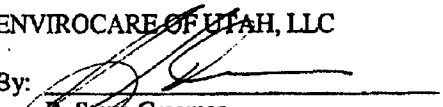
[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

ENVIROCARE OF UTAH, LLC

By: _____



R. Steve Creamer,
President and Chief Executive Officer

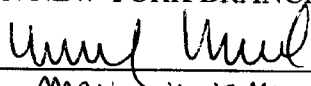
Second Lien - Borrower Trademark Security Agreement


TRADEMARK
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ACCEPTED AND ACKNOWLEDGED
BY:

ADMINISTRATIVE AGENT:

CALYON NEW YORK BRANCH

By: 
Name: Mami Konuma
Title: M.D.

By: 
Name: Alex Averbukh
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 003087 FRAME: 0455

Exhibit A
to
Trademark Security Agreement

Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ENVIROCARE	2820898	March 9, 2004
Company Logo	1987013	July 16, 1996
Company Slogan: 'THE SAFE ALTERNATIVE	1987012	July 16, 1996

Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
SAFE AND SECURE	78-539,216	December 28, 2004

Trademark Licenses

None.