

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plant Equipment, Inc.		01/12/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	D.B. Zwirn Special Opportunities Fund, L.P.		
Street Address:	745 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2045189	PLANT EQUIPMENT, INC.	
Registration Number:	2071022	VESTA	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562264		
Email:	marc.wytenbach@srz.com		
Correspondent Name:	Marc H. Wytenbach, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	017962/0050		
NAME OF SUBMITTER:	Marc H. Wytenbach, Esq. (017962/0050)		
Signature:	/sas for mhw/		
Date:	02/09/2006		

CH \$65.00 2045189

Total Attachments: 6

source=plant2#page1.tif

source=plant2#page2.tif

source=plant2#page3.tif

source=plant2#page4.tif

source=plant2#page5.tif

source=plant2#page6.tif

EXECUTION VERSION

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of January, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Plant Holdings, Inc., a Delaware corporation ("Parent") and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Amended and Restated Security Agreement dated as of January 27, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or

any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

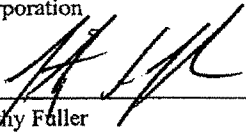
6. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement constitutes an amendment and restatement of that certain Trademark Security Agreement, dated as of May 17, 2005 (the "Original Trademark Security Agreement"). The execution and delivery of this Trademark Security Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Obligations or any other obligations owing to Agent or the Lenders under the Original Trademark Security Agreement or any other existing Original Loan Document. Each of the parties hereto hereby acknowledges and agrees that the grant of the security interests in the Trademark Collateral pursuant to this Trademark Security Agreement and in any other Loan Document (unless explicitly agreed to by Agent in writing) is not intended to, nor shall it be construed, as constituting a release of any prior security interests granted by any Grantor in favor of Agent for the benefit of itself and the Lenders in or to any Trademark Collateral or any other property of such Grantor, but is intended to constitute a restatement and reconfirmation of the prior security interests granted by the Grantors (as applicable) in favor of Agent for the benefit of itself and the Lenders in and to the Trademark Collateral and a grant of a new security interest in (i) any Trademark Collateral that was not included in the grant of security interests by the Grantors party to the Original Trademark Security Agreement and (ii) any Trademark Collateral of any Grantor party hereto that was not a party to the Original Trademark Security Agreement, in each case, in favor of Agent for the benefit of itself and the Lenders.

[signature page follows]

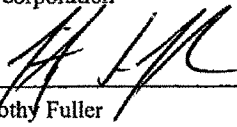
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

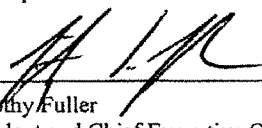
PLANT HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Timothy Fuller
Title: President and Chief Executive Officer

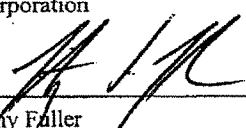
PLANT EQUIPMENT, INC.,
a California corporation

By: 
Name: Timothy Fuller
Title: President and Chief Executive Officer

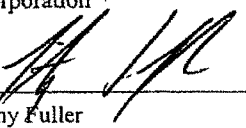
CML MERGER SUB, INC.,
a Delaware corporation

By: 
Name: Timothy Fuller
Title: President and Chief Executive Officer

CML EMERGENCY SERVICES, INC.,
a Delaware corporation

By: 
Name: Timothy Fuller
Title: President and Chief Executive Officer

CML ACQUISITION HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Timothy Fuller
Title: President and Chief Executive Officer

[AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

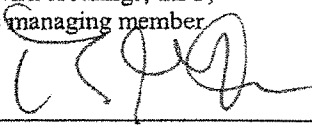
ACCEPTED AND ACKNOWLEDGED BY:

D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P., as Agent

By: D.B. Zwirn Partners, LLC,
its general partner

By: Zwirn Holdings, LLC,
its managing member

By: _____
Name: _____
Title: _____



Perry A. Gruss
Authorized Signatory

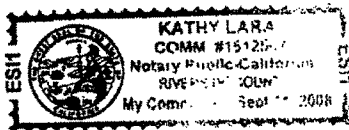
[AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

CERTIFICATE OF ACKNOWLEDGMENT

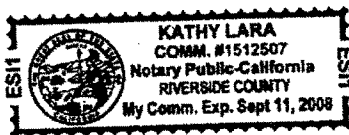
STATE OF California
COUNTY OF Riverside

ss.:

On this 12th day of January, 2006, before me, the undersigned, personally appeared Timothy J. Fuller personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ capacity, and that by his/~~her~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



K. Lara
[NOTARY SEAL]



[AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Plant Equipment Inc.	U.S.	PLANT EQUIPMENT INC.	Reg. No. 2,045,189	March 11, 1997
Plant Equipment Inc.	U.S.	VESTA	Reg. No. 2071022	April 27, 1995

Trade Names

None.

Common Law Trademarks

1. MAARS-View
2. MAARS-View DOS
3. MagIC
4. Orion
5. CERES
6. MAARS
7. Comcentrex
8. Call Details
9. PEABody
7. Pallas
8. 1A2
9. Comminuicator

Trademarks Not Currently In Use

None.

Trademark Licenses

None.