

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Production Enhancement Group, Inc.		05/02/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	120 Long Ridge Road		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06917		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78784064	WISE	
Serial Number:	78784074	WELL INTERVENTION SERVICES AND EQUIPMENT	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	05/04/2006		

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Total Attachments: 6

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Production Enhancement Group, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Canada
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: 5/2/2006

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: 120 Long Ridge Road

City: Stamford State: CT Zip: 06917

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Husch & Eppenberger, LLC

Internal Address: Marilyn Clark

Street Address: 1200 Main Street,

Suite 2300

City: Kansas City State: MO Zip: 64105

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2006, by PRODUCTION ENHANCEMENT GROUP, INC., an Alberta corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, P.E.T. INTERNATIONAL, INC., a Nevada corporation ("Leading Borrower"), PRODUCTION ENHANCEMENT TECHNOLOGY, L.L.C., a Louisiana limited liability company ("Second Borrower"), A TO Z PRESSURE PUMP SERVICES, L.L.C., a Louisiana limited liability company ("Third Borrower"; Leading Borrower, Second Borrower and Third Borrower hereinafter collectively referred to as, the "Borrowers"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (as defined in the Loan Agreement) (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. As used herein, the term "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark or Trademark registration. As used herein, the term "Trademarks" means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing. All capitalized terms used but not otherwise defined herein (including the preamble and recitals to the Trademark Security Agreement) shall have the meanings given such terms in Schedule A of the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest 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 those referred to on Schedule I hereto;

(b) all reissues, extensions or renewals 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 or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark 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, on behalf of itself and Lenders, pursuant to the Loan Agreement. 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement.

[Remainder of Page Intentionally Blank]

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

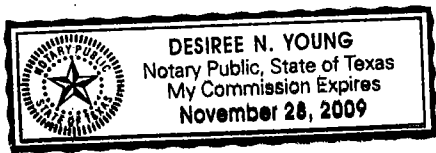
PRODUCTION ENHANCEMENT GROUP, INC., an Alberta corporation

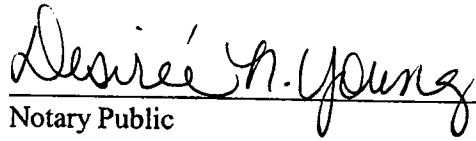
By: 
Name: Philip C. Crawford
Title: Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR:

STATE OF Texas)
COUNTY OF Harris) ss.

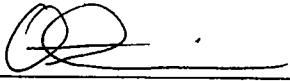
On this 28 day of April, 2006 before me personally appeared Philip C. Crawford, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PRODUCTION ENHANCEMENT GROUP, INC., an Alberta corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public
My Commission Expires: 11-28-09

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: 
Name: STEPHEN M. PETRUCIONE
Title: AUTHORIZED SIGNATORY

ACKNOWLEDGMENT OF AGENT:

STATE OF Connecticut)
COUNTY OF Fairfield) ss.

On this 1 day of May, 2006 before me personally appeared Stephen Petrucione, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My Commission Expires: _____

EILEEN C. FOREMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2010

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

COUNTRY	MARK	FILE DATE	APPL/SERIAL NO.
USA	WISE	January 3, 2006	787 840 64
USA	Well Intervention Services and Equipment	January 3, 2006	787 840 74

0900058.02

SCHEDULE I

RECORDED: 05/04/2006

TRADEMARK
REEL: 003302 FRAME: 0341