

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
EMS Measurement Services Company, L.P.		04/13/2006	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Second Lien Collateral Agent		
Street Address:	600 E. Las Colinas Boulevard, Suite 400		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78362590	PGAS	
Serial Number:	78363749	TECHTOOLS	
Serial Number:	78716343	PGAS THE NEXT STEP IN GAS MEASUREMENT	
Serial Number:	78707967	ELECTRONIC PUMPER	
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4284		
Email:	lvirts@hunton.com		
Correspondent Name:	John R. Schneider, Esq.		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	Suite 4100, 600 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	65740.15		

CH \$115.00 78362590

NAME OF SUBMITTER:	John R. Schneider, Esq.
Signature:	/s/John R. Schneider
Date:	05/16/2006
Total Attachments: 5 source=EMSLPTrademarkSA2#page1.tif source=EMSLPTrademarkSA2#page2.tif source=EMSLPTrademarkSA2#page3.tif source=EMSLPTrademarkSA2#page4.tif source=EMSLPTrademarkSA2#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 13, 2006, by **EMS MEASUREMENT SERVICES COMPANY, L.P.**, a Delaware limited partnership (“**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent (in such capacity, “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Persons signatory thereto as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”), the Lenders have agreed to make Loans to the Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and each of the other Credit Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Second Lien Pledge and Security Agreement, dated of even date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing second priority security interest (which lien shall be subject only to the first-priority security interest of the First Lien Collateral Agent (as defined in the Intercreditor Agreement)) 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, 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 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 pursuant to the Credit Agreement and the Security 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 Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENT. The lien and security interest granted to Agent pursuant to this Agreement and the exercise of any right of remedy by the Agent hereunder are subject to the provisions of, in each case, the Intercreditor Agreement. In the event of any conflict between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Page Follows]

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.

EMS MEASUREMENT SERVICES COMPANY, L.P.

By: EMSGP, LLC, its General Partner

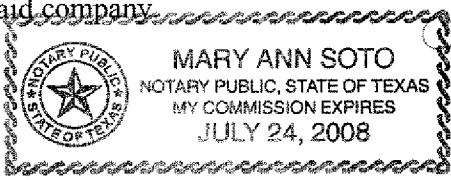
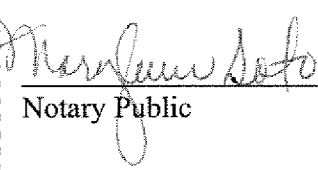
By: 
Name: TIMOTHY H. NESLER
Its: CEO

Address:
2100 West Loop South, Suite 1450
Houston, TX 77027

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On this 11th day of APRIL, 2006, before me personally appeared TIMOTHY H. NESLER proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EMSGP, LLC, General Partner of EMS Measurement Services Company, L.P., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its General Partner and that he/she acknowledged said instrument to be the free act and deed of said company.

[Notary Seal]  
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Agent

By: _____
Name: _____
Title: Vice President

600 E. Colinas Boulevard, Suite 400
Irving, Texas 75039

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND LICENSES

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Electronic Pumper	78/707,967	9/7/2005	Pending	N/A
PGAS	78/362,590	2/4/2004	2,923,329	2/1/2005
Techtools	78/363,749	2/6/2004	2,927,955	2/22/2005
PGAS (design)	78/716,343	9/20/2005	Pending	N/A