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
Energy Maintenance Services		04/13/2006	LIMITED LIABILITY
Group I, LLC		04/13/2000	COMPANY: 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:	78611856	PIPE TO POWER
Serial Number:	78693039	ENERGY SERVICES + TECHNOLOGY = SOLUTIONS
Serial Number:	78697171	EMS ENERGY MAINTENANCE SERVICES
Serial Number:	78832308	EMS GROUP

CORRESPONDENCE DATA

Fax Number: (404)602-9050

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-888-4284 Email: lvirts@hunton.com Correspondent Name: John R. Schneider, Esq. **Hunton & Williams LLP** Address Line 1:

Address Line 2: Suite 4100, 600 Peachtree Street, N.E.

Atlanta, GEORGIA 30308 Address Line 4:

ATTORNEY DOCKET NUMBER: 65740.15

TRADEMARK

REEL: 003310 FRAME: 0079

900049105

NAME OF SUBMITTER:	John R. Schneider, Esq.	
Signature:	/s/John R. Schneider	
Date:	05/16/2006	
Total Attachments: 5 source=EMSTrademarkSecurityAgreement2#page1.tif source=EMSTrademarkSecurityAgreement2#page2.tif source=EMSTrademarkSecurityAgreement2#page3.tif source=EMSTrademarkSecurityAgreement2#page4.tif source=EMSTrademarkSecurityAgreement2#page5.tif		

TRADEMARK
REEL: 003310 FRAME: 0080

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2006, by ENERGY MAINTENANCE SERVICES GROUP I, LLC, a Delaware limited liability company ("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. <u>DEFINED TERMS</u>. 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 <u>Schedule I</u> 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

TRADEMARK
REEL: 003310 FRAME: 0081

- (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. <u>SECURITY AGREEMENT</u>. 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. <u>INTERCREDITOR AGREEMENT</u>. 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 t 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]

2

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.

ENERGY MAINTENANCE SERVICES GROUP I, LLC Name: Address: 2100 West Loop South, Suite 1450 Houston, TX 77027 ACKNOWLEDGMENT OF GRANTOR STATE OF TEXAS) On this 11th day of APRIL, 2006, before me personally appeared Inhibiting H. NESLETZ proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Energy Maintenance Services Group I, LLC, 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 Board of Directors/Managers and that he/she acknowledged said instrument to be the free act and deed of MARY ANN SOTO Notary Public NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES JULY 24, 2008 EPPARATE PARATE PARA ACCEPTED AND ACKNOWLEDGED BY: GOLDMAN SACHS SPECIALTY LENDING 600 E. Colinas Boulevard, Suite 400

Trademark Security Agreement (Second Lien) 616512

COUNTY OF HARRIS

said company.

GROUP, L.P., as Agent

Title: Vice President

Irving, Texas 75039

Notar

By: Name: 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.

ENERGY MAINTENANCE SERVICES

	GROUP I, LLC
	By:
	Address: 2100 West Loop South, Suite 1450 Houston, TX 77027
ACKNOWLEDGMEN	T OF GRANTOR
STATE OF)	
STATE OF) ss. COUNTY OF)	
On this day of, 2006, befine proved to me on the basis of satisfactory evidence instrument on behalf of Energy Maintenance Sers sworn did depose and say that he/she is an authorinstrument was signed on behalf of said company.	to be the person who executed the foregoing vices Group I, LLC, who being by me duly orized officer of said company, that the said ompany as authorized by its Board of
[Notary Seal]	Notary Public
ACCEPTED AND ACKNOWLEDGED BY:	
GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Agent	
By: Stephen W. Hipp Title: Vice President	
600 E. Colinas Boulevard, Suite 400 Irving, Texas 75039	

Trademark Security Agreement (Second Lien) 616512

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND LICENSES

Mark	Serial No.	Filing Date	Registration No.
Pipe to Power	78/611,856	4/19/2005	Pending
Energy Services + Technology = Solutions	78/693,039	8/15/2005	Pending
EMS Energy Maintenance Services	78/697,171	8/22/2005	Pending
EMS Group	78/832,308	3/9/2006	Pending

Trademark Security Agreement (Second Lien) 616512

RECORDED: 05/16/2006

TRADEMARK REEL: 003310 FRAME: 0085