

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
Production Control Services, Inc.		01/05/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	222 N. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78802576	SMART PLUNGER	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332659-47		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	01/11/2007		

CH \$40.00 78802576

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of January, 2007 by **PRODUCTION CONTROL SERVICES, INC.**, a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent (in such capacity, the "Grantee") under the Credit Agreement (defined below):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and the "Lenders" described therein are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement (or if not defined in the Security Agreement, then the meanings ascribed to such terms in the Credit Agreement).

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. Upon the satisfaction of all of the following: (a) termination of the Revolving Loan Commitment and payment in full of all Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted), (b) the expiration, termination or cash collateralization (to the satisfaction of Grantee) of all Letters of Credit and (c) to the extent required by Grantee in its sole discretion, the expiration, termination or cash collateralization (to the satisfaction of Grantee) of all Swap Contracts secured, in whole or in part, by any Collateral, and upon the written request of the Grantor, the Grantee shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PRODUCTION CONTROL SERVICES, INC., a Delaware corporation, as Grantor

By: Robert Welch
Name: Robert Welch
Title: Secretary & Treasurer

*Agreed and Accepted
As of the Date First Written Above:*

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PRODUCTION CONTROL SERVICES,
INC.**, a Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

*Agreed and Accepted
As of the Date First Written Above:*

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: Heidi Rinehart
Name: **Heidi Rinehart**
Title: **Vice President**

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

1. Mark: SMART PLUNGER, U.S. Trademark Serial No. 78/802,576, filed, 1/30/2006.
2. Mark: PCS PLUNGER LIFT EQUIPMENT MFR, to be filed.
3. Mark: PCS 1000 CONTROLLER, to be filed.
4. Mark: PCS 2000 CONTROLLER, to be filed.
5. Mark: PCS 3000 CONTROLLER, to be filed.
6. Mark: PCS AUTO 5000 T CONTROLLER, to be filed.
7. Mark: WELL TENDER, to be filed.
8. Mark: WELL TENDER II, to be filed.
9. Mark: PCS, to be filed.