

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Production Enhancement Group, Inc.		03/05/2007	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	401 Merritt Seven		
<b>Internal Address:</b>	Suite 23		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06856		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78964868	WISE WELL INTERVENTION	
<b>Serial Number:</b>	78964865	THINK MULTIFUNCTIONAL	
<b>Serial Number:</b>	77054338	RETURN ON INTERVENTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8163294756		
<b>Email:</b>	matthew.mayer@thomson.com		
<b>Correspondent Name:</b>	Husch & Eppenberger, LLC		
<b>Address Line 1:</b>	1200 Main Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64105		
<b>ATTORNEY DOCKET NUMBER:</b>	CSC# 815249		

CH \$90.00 78964868

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	03/23/2007
<b>Total Attachments: 6</b> source=Production_GEcap_TM5#page2.tif source=Production_GEcap_TM5#page3.tif source=Production_GEcap_TM5#page4.tif source=Production_GEcap_TM5#page5.tif source=Production_GEcap_TM5#page6.tif source=Production_GEcap_TM5#page7.tif	

CONTINUATION OF ITEM 4

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
CANADA	WISE	October 18, 2006	132 0633
USA	Wise Well Intervention Drawing	August 31, 2006	789 648 68
CANADA	Wise Well Intervention Drawing	October 18, 2006	132 0639
USA	Think Multifunctional	August 31, 2006	789 648 65
CANADA	Think Multifunctional	October 18, 2006	132 0638
USA	Return on Intervention	November 30, 2006	770 543 38
CANADA	Return on Intervention	December 20, 2006	132 8965

**AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of March 5, 2007, is entered into by and between PRODUCTION ENHANCEMENT GROUP, INC., an Alberta corporation ("Grantor"), and 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, the following recitals are a material part of this Amendment:

WHEREAS, Grantor executed that certain Trademark Security Agreement dated May 2, 2006 and recorded May 4, 2006 as Stylesheet Number 900048176 (the "Security Agreement"), in favor of Agent and in connection with a loan facility made available by the Lenders to P.E.T. International, Inc., a Nevada corporation, Production Enhancement Technology, L.L.C., a Louisiana limited liability company, and A to Z Pressure Pump Services, L.L.C., a Louisiana limited liability company (the "Borrowers") pursuant to the terms of that certain Loan and Security Agreement dated as of May 2, 2006, by and among Borrowers, Agent, for itself as Lender and as agent for Lenders, the Lenders signatory thereto and the other Credit Parties signatory thereto, as amended by that certain First Amendment to Loan and Security Agreement dated September 13, 2006, and as further amended by that certain Second Amendment to Loan and Security Agreement and First Amendment to Loan Documents dated of even date herewith (said agreement, as the same may be further amended, restated or supplemented from time to time, being herein called the "Loan Agreement").

WHEREAS, subsequent to the execution of the Security Agreement, Grantor has filed various trademark registrations with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

WHEREAS, Agent and Grantor desire to amend certain provisions of the Security Agreement to reflect Agent's security interest in all Trademark Collateral securing Borrower's obligations under the Loan Agreement, including but not limited to the amendment of the Security Agreement to reflect the various trademark registrations filed by Grantor subsequent to the execution of the Security Agreement. Except as otherwise specifically set forth herein or to the extent that the same is not replaced or superseded hereby, the Security Agreement and any Exhibits and Schedules attached thereto shall remain in full force and effect.

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. DEFINITIONS. All capitalized terms used and not defined herein shall have the meanings given to them in the Security Agreement.

2. AMENDMENT TO SECURITY AGREEMENT. Schedule I to the Security Agreement shall be amended by replacing such schedule in its entirety with Schedule I to this Amendment.

3. MISCELLANEOUS. Except to the extent specifically amended herein or in any of the documents, instruments, or agreements delivered in connection herewith, all terms and provisions of the Security Agreement hereby are ratified and reaffirmed and shall remain in full force and effect in accordance with the respective terms thereof. This Amendment may be executed in one or more counterparts, and by different parties on different counterparts. All such counterparts shall be deemed to be original documents and together shall constitute one and the same agreement. A signature of a party delivered by facsimile or other electronic transmission shall be deemed to be an original signature of such party.

**[Remainder of Page Intentionally Blank]**



ACCEPTED AND ACKNOWLEDGED  
BY:


**GENERAL ELECTRIC CAPITAL  
CORPORATION**, a Delaware corporation,  
as Agent

By:   
Name: Matthew A. Toth, III  
Title: Authorized Signatory

ACKNOWLEDGMENT OF AGENT:

STATE OF Connecticut  
COUNTY OF Fairfield ) ss.

On this 2nd day of March, 2007 before me personally appeared Matthew A. Toth, III 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 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:

**BRIGIDA SEDITA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2009

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