

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.		08/31/2007	Alberta Corporation:

RECEIVING PARTY DATA

Name:	TCW Asset Management Company
Street Address:	333 Clay Street
Internal Address:	Suite 4150
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78784064	WISE
Serial Number:	78784074	WELL INTERVENTION SERVICES AND EQUIPMENT
Serial Number:	78964868	WISE WELL INTERVENTION
Serial Number:	78964865	THINK MULTIFUNCTIONAL
Serial Number:	77054338	RETURN ON INTERVENTION

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

OP \$140.00 78784064

ATTORNEY DOCKET NUMBER:	31993
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/13/2007
Total Attachments: 6 source=31993#page1.tif source=31993#page2.tif source=31993#page3.tif source=31993#page4.tif source=31993#page5.tif source=31993#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 31, 2007 (this "Trademark Security Agreement") is made by Production Enhancement Group, Inc., an Alberta corporation ("Grantor"), to TCW Asset Management Company, a California corporation in its capacity as the administrative agent under the Note Purchase Agreement (the "Secured Party").

Preliminary Statement

Grantor and Secured Party are parties to the Note Purchase Agreement dated as of August 31, 2007 (as the same may be amended, supplemented or modified from time to time, the "Note Purchase Agreement") among WISE Well Intervention Services, Inc., a Nevada corporation, Grantor, certain noteholders party thereto from time to time (collectively, the "Holders"), and Secured Party. It is a condition precedent to the effectiveness of the Note Purchase Agreement that the Grantor shall have entered into this Trademark Security Agreement to secure its obligations arising under or pursuant to the Note Documents (as defined in the Note Purchase Agreement).

The Grantor owns the trademarks, trademark registrations, and trademark applications, and is a party to the trademark licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of the Security Agreement dated as of August 31, 2007 (as the same may be amended, supplemented or modified from time to time, the "Security Agreement") executed by the Credit Parties (as defined in the Note Purchase Agreement) and the other grantors party thereto from time to time and in favor of Secured Party, for the benefit of the Beneficiaries (as defined in the Security Agreement), Grantor has granted a security interest in the Collateral, as such term is defined in the Security Agreement, including, without limitation, all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired Trademarks and Trademark Licenses (each as defined in the Security Agreement), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations (as defined in the Security Agreement).

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Secured Party as collateral security for the prompt and complete payment and performance of the Obligations (as defined in the Note Purchase Agreement) a 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) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the United

States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as "Trademarks and Trademark Licenses" on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registrations referred to in Schedule I annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule I and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration, or trademark licensed under any trademark license;

provided that in no event shall the term "Trademark Collateral" include any asset or property of Grantor which would be rendered void or voidable, or which if included in Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon the Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, except to the extent that the perfection, the effect of perfection or non-perfection and the priority of the security interest in the Trademark Collateral are governed by the laws of a jurisdiction other than the State of New York.

[SIGNATURE PAGES FOLLOW]

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

PRODUCTION ENHANCEMENT GROUP, INC.

By: 

Name: Philip C. Crawford

Title: Chief Executive Officer

Handwritten initials

Schedule I
Trademarks and Trademark Licenses

TRADEMARK REGISTRATIONS

COUNTRY	MARK	FILE DATE	APPL/SERIAL NO.
USA	WISE	January 3, 2006 (Registered July 17, 2007)	787 840 64 (Reg. No. 3,266,327)
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 (Registered July 24, 2007)	789 648 68 (Reg. No. 3,268,241)
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

HOUSTON 2092769

RECORDED: 09/13/2007

TRADEMARK
REEL: 003620 FRAME: 0601