

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP Security Agreement pursuant to that certain Second Amended and Restated Loan and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GARSITE/PROGRESS LLC, a Texas limited liability company		01/18/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	NORTH FORK BUSINESS CAPITAL CORPORATION, a New York corporation
Street Address:	275 Broadhollow Road
Internal Address:	P.O. Box 8914
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2444400	TST OVER 100 YEARS OF EXPERIENCE SERVICING YOU.
Registration Number:	2437131	TST

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-758-1500
 Email: sroberts@pattonboggs.com
 Correspondent Name: V. Craig Belair
 Address Line 1: 2001 Ross Avenue; Suite 3000
 Address Line 2: Patton Boggs LLP
 Address Line 4: Dallas, TEXAS 75201-8001

ATTORNEY DOCKET NUMBER:	024177.0102
NAME OF SUBMITTER:	V. Craig Belair

TRADEMARK

OP \$65.00 2444400

Signature:	/V. Craig Belair/
Date:	01/22/2008
Total Attachments: 7 source=1st Amend IP Sec Agt#page1.tif source=1st Amend IP Sec Agt#page2.tif source=1st Amend IP Sec Agt#page3.tif source=1st Amend IP Sec Agt#page4.tif source=1st Amend IP Sec Agt#page5.tif source=1st Amend IP Sec Agt#page6.tif source=1st Amend IP Sec Agt#page8.tif	

FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made and effective as of January 18, 2008, by GARSITE/PROGRESS LLC, a Texas limited liability company (and including any of its respective successors or permitted assignees, individually and collectively, the "Grantor"), in favor of NORTH FORK BUSINESS CAPITAL CORPORATION, a New York corporation, as a Lender and as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Second Amended and Restated Loan and Security Agreement, dated as of December 19, 2007, by and among the Grantor, the other Borrowers, Agent and the Lenders party thereto from time to time (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders party thereto agreed, subject to the terms and conditions set forth therein, to lend to the Grantor and the other Borrowers certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans");

WHEREAS, Grantor and Agent entered into that certain Intellectual Property Security Agreement dated as of April 23, 2007 (the "IP Security Agreement") whereby Grantor granted Agent, for its own benefit and the benefit of Lenders, a security interest in the intellectual property of the Grantor;

WHEREAS, Grantor has acquired certain assets from Tri-State Tank, L.L.C., including certain intellectual property;

WHEREAS, Agent, for its own benefit and the benefit of Lenders, requires that Grantor execute this Amendment as a condition precedent to consenting to the Tri-State Acquisition.

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to consent to the Tri-State Acquisition and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Trademark Schedule. Schedule C to the IP Security Agreement shall be and hereby is amended to add thereto the additional Trademark Collateral owned by Grantor set forth on Schedule A to this Amendment.

2. Miscellaneous.

(a) This Amendment has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amendment are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This Amendment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. This Amendment shall be binding upon each of the Borrowers and their respective successors and permitted assigns. The Agent's ability to assign, sell or transfer all or any part of this Amendment shall be governed by the Loan Agreement.

(C) THIS AMENDMENT SHALL BE DEEMED TO HAVE BEEN MADE AND TO BE PERFORMABLE IN AND SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE LOAN AGREEMENT AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE LOAN AGREEMENT.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Intellectual Property Security Agreement as of the date first written above.

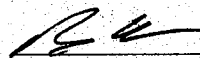
GRANTOR:

GARSITE/PROGRESS LLC

By:

Name:

Title:



Brandon Bethea

Vice President

First Amendment to
Intellectual Property Security Agreement - Garsite

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TRADEMARK
REEL: 003701 FRAME: 0570

AGENT:

**NORTH FORK BUSINESS CAPITAL
CORPORATION**

By: Todd Kemme
Name: Todd Kemme
Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas _____ :

: SS

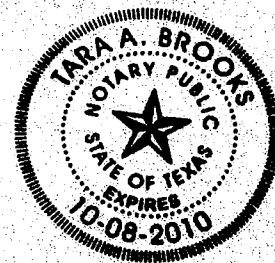
COUNTY OF Tarrant _____ :

Before me, the undersigned, a Notary Public, on this 21st day of December, 2007, personally appeared Brandon Bethea to me known personally, who, being by me duly sworn, did say that he/she is the Vice-President of Garsite/Progress LLC, as Grantor, and that said First Amendment to Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said Brandon Bethea acknowledged said instrument to be his free act and deed.

Tara Brooks

Notary Public

My Commission Expires: 10-08-10



First Amendment to
Intellectual Property Security Agreement - Garsite

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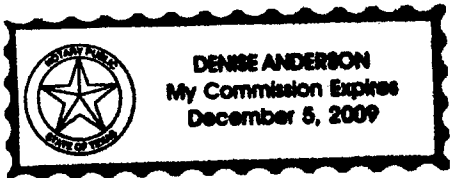
ACKNOWLEDGMENT

STATE OF TEXAS :

: SS

COUNTY OF DALLAS :

Before me, the undersigned, a Notary Public, on this 15th day of January, 2008, personally appeared Todd Kemme to me known personally, who, being by me duly sworn, did say that he is the VP of North Fork Business Capital Corporation, as Agent, for the benefit of the Lenders under the Loan Agreement, and that said First Amendment to Intellectual Property Security Agreement was signed on behalf of said Agent, and the said VP _____ acknowledged said instrument to be his free act and deed.



Denise Anderson
Notary Public
My Commission Expires: 12/5/09

SCHEDULE A

TRADEMARK COLLATERAL

A. Trademark Registrations

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
TST Over 100 Years of Experience Servicing You	76-019709	2444400	04/17/01	Tri State Tank, L.L.C.
TST	76-019328	2437131	03/20/01	Tri State Tank, L.L.C.

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Intellectual Property Security Agreement - Garsite

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