

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
Energy Maintenance Services Group I, LLC		03/02/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	1100 North Market Street
City:	Rodney Square North
State/Country:	DELAWARE
Postal Code:	19898
Entity Type:	banking corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78697171	EMS ENERGY MAINTENANCE SERVICES
Serial Number:	78693039	ENERGY SERVICES + TECHNOLOGY = SOLUTIONS
Serial Number:	78611856	PIPE TO POWER
Serial Number:	78832308	EMS GROUP
Serial Number:	77071970	EMS PIPELINE INTEGRITY MANAGEMENT SERVICES
Serial Number:	77071984	EMS CONTROL CENTER SERVICES
Serial Number:	77000007	WORK-SMART!

CORRESPONDENCE DATA

Fax Number: (212)715-8000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-715-9356
 Email: KLtrademark@kramerlevin.com
 Correspondent Name: Laetitia Vellut
 Address Line 1: 1177 Avenue of the Americas

CH \$190.00 78697171

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 59856/1 (\$190)

NAME OF SUBMITTER: Angela LaMorte

Signature: /Angela LaMorte/

Date: 02/04/2008

Total Attachments: 4

source=Energy Maintenance to Wilmington Trust TM Security Agreement#page1.tif

source=Energy Maintenance to Wilmington Trust TM Security Agreement#page2.tif

source=Energy Maintenance to Wilmington Trust TM Security Agreement#page3.tif

source=Energy Maintenance to Wilmington Trust TM Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 2, 2007 is entered into by Energy Maintenance Services Group I, LLC, a Delaware limited liability company (the "Grantor") and Wilmington Trust Company, a Delaware banking corporation, as Agent.

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of March 2, 2007 among the Grantor, certain of its affiliates and the Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantor has granted a security interest to the Agent in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Agent hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interests granted hereby are granted in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Agent given in accordance with the Note Purchase Agreement, assign any right, duty or obligation hereunder.

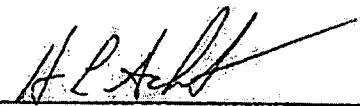
(v) Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

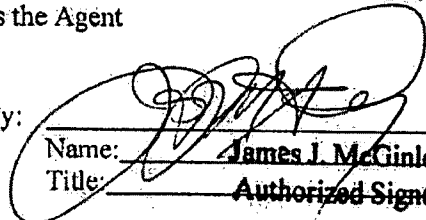
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered as of the date first above written.


ENERGY MAINTENANCE SERVICES
GROUP I, LLC

By: 
Name: Harvey L. Schnitzer
Title: Chief Financial Officer

WILMINGTON TRUST COMPANY,
as the Agent

By: 
Name: James I. McGinley
Title: Authorized Signer

Schedule A

<u>Trademark/Service</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Status</u>
	8/22/05	78/697,171			pending
ENERGY SERVICES + TECHNOLOGY = SOLUTIONS	8/15/05	78/693,039			pending
PIPE TO POWER	4/19/05	78/611,856			pending
EMS GROUP	3/9/06	78/832,308			pending
EMS PIPELINE INTEGRITY MANAGEMENT SERVICES	12/27/06	77/071,970			pending
EMS CONTROL CENTER SERVICES	12/27/06	77/071,984			pending
WORK-SMART!	9/14/06	77/000,007			pending