

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
EMS Measurement Services Company, LP		03/02/2007	LIMITED PARTNERSHIP: 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: 1			
Property Type	Number	Word Mark	
Serial Number:	78707967	ELECTRONIC PUMPER	
CORRESPONDENCE DATA			
Fax Number:	(212)715-8000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-715-9356		
Email:	KLtrademark@kramerlevin.com		
Correspondent Name:	Laetitia Vellut		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	59856/1 (\$40)		
NAME OF SUBMITTER:	Angela LaMorte		
Signature:	/Angela LaMorte/		
Date:	02/04/2008		

CH \$40.00 78707967

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 2, 2007 is entered into by EMS Measurement Services Company, LP, a Delaware limited partnership (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.

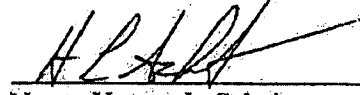
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IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

EMS MEASUREMENT SERVICES
COMPANY, LP

EMSGP, LLC, as general partner

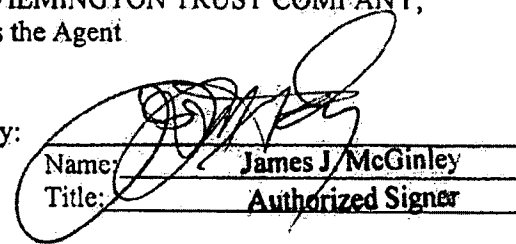
By:



Name: Harvey L. Schnitzer
Title: Chief Financial Officer

WILMINGTON TRUST COMPANY,
as the Agent

By:



Name: James J. McGinley
Title: Authorized Signer

Schedule A

Mark	Filing Date	Serial No.	Registration Date	Registration No.	Status
ELECTRONIC PUMPER	9/7/05	78/707,967			pending