

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
Garsite/Progress LLC		01/18/2008	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	LBC Credit Partners, L.P., as Agent		
Street Address:	Cira Centre, 2929 Arch Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
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:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6030.003		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$65.00 2444400

Date:

02/07/2008

Total Attachments: 5

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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 LBC CREDIT PARTNERS, L.P., a Delaware limited partnership, 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 Second Lien 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 have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a term loan facility (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, pursuant to Section 7.2(s) of the Loan Agreement, 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.

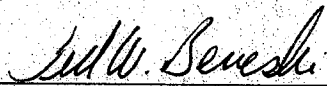
(C) THIS AMENDMENT SHALL BE DEEMED TO HAVE BEEN MADE AND TO BE PERFORMABLE IN AND SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE LOAN AGREEMENT AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE LOAN AGREEMENT.

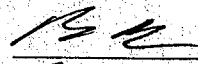
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Intellectual Property Security Agreement as of the date first written above.

GRANTOR:

GARSITE/PROGRESS LLC

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

By: 
Name: Brandon Bethea
Title: VP

First Amendment to
Second Lien Intellectual Property Security Agreement - Garsite

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AGENT:

LBC CREDIT PARTNERS, L.P.

By: 

Name: David E. Fraimow

Title: Vice President

First Amendment to
Second Lien Intellectual Property Security Agreement - Garsite

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TRADEMARK
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SCHEDULE A

TRADEMARK COLLATERAL

A. Trademark Registrations

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
TST Over 100 Years of Experience Servicing You	76-019709	2444400	04/17/01
TST	76-019328	2437131	03/20/01

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