

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
RCR Plumbing and Mechanical, Inc.		04/09/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue, 12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2582115	RCR COMPANIES	
Registration Number:	3208921	RCR	
CORRESPONDENCE DATA			
Fax Number:	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4153932113		
Email:	racquel.white@bingham.com		
Correspondent Name:	Racquel White		
Address Line 1:	Three Embarcadero Center		
Address Line 2:	Bingham McCutchen, LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0000316790		
NAME OF SUBMITTER:	Racquel White		
Signature:	/racquelwhite/		

CH \$65.00 2582115

Date:

05/09/2008

Total Attachments: 6

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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*Amendment*”) is entered into as of April 9, 2008 (the “*Effective Date*”) to provide a certain amendment under the Intellectual Property Security Agreement, dated November 30, 2005 (the “*Agreement*”), between **RCR PLUMBING AND MECHANICAL, INC.**, a California corporation formerly known as RCR Plumbing, Inc. (“*RCR*” or “*Grantor*”) and **CAPITALSOURCE FINANCE LLC** (“*Lender*”). Capitalized terms used herein and not otherwise defined herein having the respective meanings ascribed thereto in the Agreement.

RECITALS

A. RCR has filed an amendment to its articles of incorporation on February 14, 2008, whereby it changed its legal name from “RCR Plumbing, Inc.” to “RCR Plumbing and Mechanical, Inc.”

B. RCR and Lender desire to amend the Agreement as forth herein, and Lender is willing to amend the Agreement as set forth herein, on the terms and subject to the conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein set forth, and intending to be legally bound, the parties hereto agree as follows:

1. Amendments. All references to “RCR Plumbing, Inc.” within the Agreement shall be changed to read, “RCR Plumbing and Mechanical, Inc.”

2. Consent to Filing of Amendment. Grantor hereby consents to Lender’s preparation and filing this Amendment to the Agreement for that certain Intellectual Property Collateral in which Grantor granted a Security Interest to Lender as defined in Schedule I attached hereto.

3. Amendments; Full Force and Effect. The amendments set forth in this Amendment shall be limited precisely as written and shall not be deemed (a) to be a forbearance, waiver or modification of any other term or condition of the Agreement or to prejudice any right or remedy which Lender may now have or may have in the future under or in connection with the Agreement (as amended by this Amendment); (b) to be a consent to any future amendment or modification to the Agreement or to any waiver of any of the provisions thereof; or (c) to limit or impair Lender’s right to demand strict performance of all terms and covenants as of any date. This Amendment shall be construed in connection with and as part of the Agreement, and all terms, conditions, representations, warranties, covenants and agreements set forth in the Agreement shall remain in full force and effect.

4. Miscellaneous.

(a) Reference to and Effect on the Agreement and the Other Loan Documents. On and after the Effective Date, each reference in the Agreement or the other Loan Documents to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to such agreement after giving effect hereto.

(b) Headings. Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.


(c) Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to its choice of law provisions.

(d) Counterparts. This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

WITNESS, this First Amendment to the Intellectual Property Security Agreement is duly executed by the respective duly authorized officers of the undersigned as of the date first written above.

GRANTOR

RCR PLUMBING AND MECHANICAL, INC.

By: 
Printed Name: DAVID J. VAN RAMSDAHL
Title: CFO

LENDER

CAPITALSOURCE FINANCE LLC

By: _____
Printed Name: _____
Title: _____

WITNESS, this First Amendment to the Intellectual Property Security Agreement is duly executed by the respective duly authorized officers of the undersigned as of the date first written above.


GRANTOR

RCR PLUMBING AND MECHANICAL, INC.

By: _____
Printed Name: _____
Title: _____

LENDER

CAPITALSOURCE FINANCE LLC

By:  _____
Printed Name: **Mark Fidati** _____
Title: **Portfolio Manager** _____

Schedule I

U.S. Copyright Registrations; Foreign Copyright Registrations; U.S. Copyright Applications; Foreign Copyright Applications; Copyright Licenses

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|----|-----------|-----------|---------------|
| 1. | U.S. | Copyright | Registrations |
| 2. | Foreign | Copyright | Registrations |
| 3. | U.S. | Copyright | Applications |
| 4. | Foreign | Copyright | Applications |
| 5. | Copyright | | Licenses |

U.S. Patent Registrations; Foreign Patent Registrations; U.S. Patent Applications; Foreign Patent Applications; Patent Licenses

1. U.S. Patent Registrations

<u>HOLDER</u>	<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>
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2. Foreign Patent Registrations

<u>HOLDER</u>	<u>PATENT</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
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3. U.S. Patent Applications

<u>HOLDER</u>	<u>PATENT</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
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RCR Plumbing, Inc.	“System and Method for Detecting and Preventing Leaks in Pressurized Piping Systems”	11072134	March 4, 2005
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4. Foreign Patent Applications

<u>HOLDER</u>	<u>PATENT</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
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5. Patent Licenses

U.S. Trademark Registrations; Foreign Trademark Registrations; U.S. Trademark Applications;
Foreign Trademark Applications; Trademark Licenses

1. U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
RCR Plumbing and Mechanical, Inc. (f/k/a RCR Plumbing, Inc.)	RCR Companies	2,582,115	June 18, 2002
RCR Plumbing and Mechanical, Inc. (f/k/a RCR Plumbing, Inc.)	RCR	3,208,921	February 13 2007

2. Foreign Trademark Registrations

<u>HOLDER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION DATE</u>
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3. U.S. Trademark Applications

4. Foreign Trademark Applications

5. Trademark Licenses