

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE PETROLEUM PLACE, INC.		06/16/2008	CORPORATION: DELAWARE
P2ES HOLDINGS, INC.		06/16/2008	CORPORATION: DELAWARE
OGAC CANADA HOLDINGS, INC.		06/16/2008	CORPORATION: DELAWARE
P2 ENERGY SOLUTIONS ALBERTA ULC		06/16/2008	Unlimited Liability Company: CANADA
P2 ENERGY SOLUTIONS CANADA ULC		06/16/2008	Unlimited Liability Company: CANADA
P2 ENERGY SOLUTIONS, INC.		06/16/2008	CORPORATION: DELAWARE
P2ES (PETRO-SOFT) ALBERTA ULC		06/16/2008	Unlimited Liability Company: CANADA
P2ES CANADA, INC.		06/16/2008	CORPORATION: DELAWARE
PETROLEUM FINANCIAL, INC.		06/16/2008	CORPORATION: TEXAS
THE OIL & GAS ASSET CLEARINGHOUSE ULC		06/16/2008	Unlimited Liability Company: CANADA
THE PETROLEUM CLEARINGHOUSE, INC.		06/16/2008	CORPORATION: DELAWARE
P2 DIRECT LLC		06/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
THE OIL & GAS ASSET CLEARINGHOUSE, LLC		06/16/2008	LIMITED LIABILITY COMPANY: TEXAS
P2 ACQUISITION, LLC		06/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
P2 ACQUISITION SUB, LLC		06/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
MARKETPLACE HOLDINGS, LLC		06/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
P2 NEWCO, INC.		06/16/2008	CORPORATION: DELAWARE
P2 MERGER SUB1, INC.		06/16/2008	CORPORATION: DELAWARE
P2 MERGER SUB2, INC.		06/16/2008	CORPORATION: DELAWARE
PETROLEUM CLEARINGHOUSE HOLDINGS, LLC		06/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			

900109301

TRADEMARK
 REEL: 003798 FRAME: 0470

CH \$290.00 2572875

Name:	WELLS FARGO FOOTHILL, LLC, as Agent
Street Address:	2450 COLORADO AVENUE
Internal Address:	SUITE 3000W
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2572875	DATA ROOM EXPLORER
Registration Number:	1802407	DIGITAL ORTHOMAPS
Registration Number:	0608871	EDGAR TOBIN AERIAL SURVEYS
Registration Number:	2660371	GLOBAL PLANNER
Registration Number:	1120279	LEASEDATA
Registration Number:	3082286	LEASEDATA
Registration Number:	1044130	
Registration Number:	0753360	MIDCONTINENT ABSTRACT MAPS
Registration Number:	1224965	MIDCONTINENT MAP SERVICES
Registration Number:	2834878	N
Serial Number:	78864085	PETRO FUSION

CORRESPONDENCE DATA

Fax Number: (213)996-3123
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836123
Email: bethanyware@paulhastings.com
Correspondent Name: Bethany Ware
Address Line 1: 515 SOUTH FLOWER STREET
Address Line 2: 25th FLOOR
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	73896.00005
NAME OF SUBMITTER:	Bethany L. Ware
Signature:	/Bethany L. Ware/
Date:	06/18/2008

Total Attachments: 11

TRADEMARK
REEL: 003798 FRAME: 0471

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16 day of June, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 9, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among P2 Acquisition, LLC, a Delaware limited liability company ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), Agent, Silicon Valley Bank, a California banking corporation, as Revolver and Term Loan A co-arranger, and Dymas Funding Company, LLC, a Delaware limited liability company, as Term Loan B Arranger, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of June 16, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all of its United States registered Trademarks and trademark applications for registration and rights in or to Intellectual Property Licenses of Trademarks and trademark applications for registration including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark Intellectual Property License; and
- (d) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any intent-to-use Trademark applications until such time as a verified statement of use or amendment to allege use with respect thereto has been filed with the United States Patent and Trademark Office.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. To the extent required under the Security Agreement or the Credit Agreement, each Grantor shall give Agent prompt notice in writing of any additional United States registered Trademarks or trademark applications after the date hereof. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new United States registered Trademark or trademark applications which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or"

has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations, other than any expense reimbursement obligations to the extent no demand therefor has been made, and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

THE PETROLEUM PLACE, INC.

By: _____

Name: Gary R. Vickers

Title: Chief Executive Officer

P2ES HOLDINGS, INC.

By: _____

Name: Tarig F. Anani

Title: President

OGAC CANADA HOLDINGS, INC.

By: _____

Name: Tarig F. Anani

Title: President - International and Chief Legal Officer

P2 ENERGY SOLUTIONS ALBERTA ULC

By: _____

Name: Tarig F. Anani

Title: President

P2 ENERGY SOLUTIONS CANADA ULC

By: _____

Name: Tarig F. Anani

Title: President

P2 ENERGY SOLUTIONS, INC.

By: _____

Name: Tarig F. Anani

Title: President

P2ES (PETRO-SOFT) ALBERTA ULC

By: _____

Name: Tarig F. Anani

Title: President

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Title: Chief Executive Officer

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By: _____
Name: Tarig F. Anani
Title: President

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By: _____
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Title: President - International and Chief Legal Officer

P2 ENERGY SOLUTIONS ALBERTA ULC

By: _____
Name: Tarig F. Anani
Title: President

P2 ENERGY SOLUTIONS CANADA ULC

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By: _____
Name: Tarig F. Anani
Title: President

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P2ES CANADA, INC.

By: 
Name: Tarig F. Anani
Title: President

PETROLEUM FINANCIAL, INC.

By: 
Name: Tarig F. Anani
Title: President

THE OIL & GAS ASSET CLEARINGHOUSE ULC

By: _____
Name: Kenneth R. Olive, Jr.
Title: Chief Executive Officer

THE PETROLEUM CLEARINGHOUSE, INC.

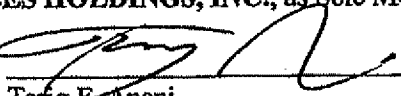
By: _____
Name: Kenneth R. Olive, Jr.
Title: Chief Executive Officer

P2 DIRECT LLC

By: _____
Name: Gary R. Vickers
Title: Chief Executive Officer

THE OIL & GAS ASSET CLEARINGHOUSE, LLC

By: P2ES HOLDINGS, INC., as Sole Member

By: 
Name: Tarig F. Anani
Title: President

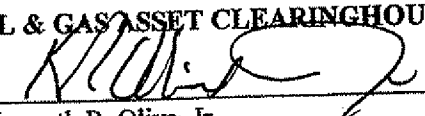
P2ES CANADA, INC.

By: _____
Name: Tarig F. Anani
Title: President

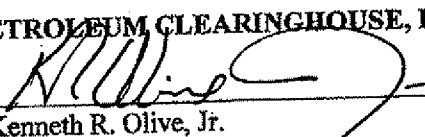
PETROLEUM FINANCIAL, INC.

By: _____
Name: Tarig F. Anani
Title: President

THE OIL & GAS ASSET CLEARINGHOUSE ULC

By: 
Name: Kenneth R. Olive, Jr.
Title: Chief Executive Officer

THE PETROLEUM CLEARINGHOUSE, INC.

By: 
Name: Kenneth R. Olive, Jr.
Title: Chief Executive Officer

P2 DIRECT LLC

By: _____
Name: Gary R. Vickers
Title: Chief Executive Officer

THE OIL & GAS ASSET CLEARINGHOUSE, LLC

By: P2ES HOLDINGS, INC., as Sole Member

By: _____
Name: Tarig F. Anani
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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By: _____
Name: Tarig F. Anani
Title: President

PETROLEUM FINANCIAL, INC.

By: _____
Name: Tarig F. Anani
Title: President

THE OIL & GAS ASSET CLEARINGHOUSE ULC

By: _____
Name: Kenneth R. Olive, Jr.
Title: Chief Executive Officer

THE PETROLEUM CLEARINGHOUSE, INC.

By: _____
Name: Kenneth R. Olive, Jr.
Title: Chief Executive Officer

P2 DIRECT LLC

By: 
Name: Gary R. Vickers
Title: Chief Executive Officer

THE OIL & GAS ASSET CLEARINGHOUSE, LLC

By: P2ES HOLDINGS, INC., as Sole Member

By: _____
Name: Tarig F. Anani
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

P2 ACQUISITION, LLC

By: JMF
Name: James Ford
Title: Authorized Person

P2 ACQUISITION SUB, LLC

By: JMF
Name: James Ford
Title: Authorized Person

MARKETPLACE HOLDINGS, LLC

By: JMF
Name: James Ford
Title: Authorized Person

P2 NEWCO, INC.

By: JMF
Name: James Ford
Title: President

P2 MERGER SUB1, INC.

By: JMF
Name: James Ford
Title: President

P2 MERGER SUB2, INC.

By: JMF
Name: James Ford
Title: President

PETROLEUM CLEARINGHOUSE HOLDINGS, LLC

By: JMF
Name: James Ford
Title: Authorized Person

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company, as Agent

By: 

Name:

Terri Le

Title:

Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark / Logo	Registration / Application No.	Status	Assignment Status
Data Room Explorer (and Design)	2,572,875	Registered to Oil & Gas Clearinghouse, Inc.	N/A
Digital Orthomaps	1,802,407	Registered to P2 Energy Solutions, Inc.	N/A
Edgar Tobin (and Design)	0,608,871	Registered to P2 Energy Solutions, Inc.	N/A
Global Planner	2,660,371	Registered to P2 Energy Solutions, Inc.	N/A
Leasedata	1,120,279	Registered to P2 Energy Solutions, Inc.	N/A
Leasedata	3,082,286	Registered to P2 Energy Solutions, Inc.	N/A
Map and Wings (Design Only)	1,044,130	Registered to P2 Energy Solutions, Inc.	N/A
Midcontinent Abstract Maps (and Design)	0,753,360	Registered to P2 Energy Solutions, Inc.	N/A
MidContinent Map Services	1,224,965	Registered to P2 Energy Solutions, Inc.	N/A
N (design)	2,834,878	Registered to P2 Energy Solutions, Inc.	N/A
Petro Fusion	78/864,085	Registration Pending to P2 Energy Solutions, Inc.	N/A

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]