

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Notice		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Key Electric, Inc.		08/26/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2875769	KE STATE LICENSE 678113 KEY ELECTRIC TROUBLESHOOTING SPECIALISTS SINCE 1961 RESIDENTIAL COMMERCIAL INDUSTRIAL QUALITY AT THE RIGHT PRICE VOLTS AMPS DANGER HIGH VOLTAGE	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-350-7769		
Email:	bsmith@winston.com		
Correspondent Name:	Jason E. Bennett		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	80393.07214		
NAME OF SUBMITTER:	Jason E. Bennett		

CH \$40.00 2875769

Signature:

/Jason E. Bennett/

Date:

09/30/2008

Total Attachments: 4

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TRADEMARK SECURITY NOTICE

Trademark Security Notice (this "Agreement") dated as of August 26, 2008 by and between KEY ELECTRIC, INC., a California corporation (the "Grantor"), having its chief executive office at 8 Hughes, Irvine, CA 92618 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, North Carolina 28262 for the ratable benefit of the Secured Parties as defined in the Third Amended and Restated Credit Agreement, dated as of August 26, 2008 (as further amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between The Linc Group, LLC, as the Borrower (the "Borrower"), certain of the Borrower's Subsidiaries from time to time party thereto as guarantors, the banks and other financial institutions from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of an Amended and Restated Collateral Agreement dated as of August 26, 2008 by and among Borrower, certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent for the ratable benefit of the Secured Parties (as further amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Collateral Agreement, to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, described on Schedule A; and
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark.

In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

KEY ELECTRIC, INC., as Grantor

By: Joseph Franz
Name: Joseph Franz
Title: Chief Financial Officer

JmP

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

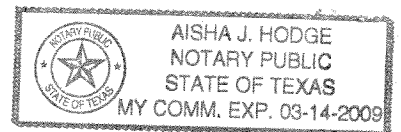
I, Aisha J. Hodge, a Notary Public for said County and State, do hereby certify that Joseph Franz personally appeared before me this day and stated that (s)he is Chief Financial Officer of Key Electric, Inc. and acknowledged, on behalf of Key Electric, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 22 day of August, 2008.

Aisha J. Hodge
Notary Public

My commission expires:

3/14/2009



[Signature Pages Continue]

Agreed and Accepted as of the
26th day of August, 2008.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Dianna Jellen
Name: Dianna Feller
Title: SJP - Risk Manager

Schedule A to Trademark Security Notice

TRADEMARKS

TRADEMARKS OWNED BY KEY ELECTRIC, INC.

Mark	Country	Registration Number	Registration Date
KE State License 678113 Key Electric Troubleshooting Specialists Since 1961 Residential Commercial Industrial Quality At The Right Price Volts Amps Danger High Voltage, and design	US	2875769	8/17/04