

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interests recorded at Reel/Frame 3310/0055 and Reel/Frame 3310/0062 as evidenced by Payoff Letter and UCC-3

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P., as First Lien Collateral Agent		03/01/2007	LIMITED PARTNERSHIP: DELAWARE
Goldman Sachs Specialty Lending Group, L.P., as Second Lien Collateral Agent		03/01/2007	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	EMS Measurement Services Company, L.P.
<b>Street Address:</b>	2100 West Loop South, Suite 1450
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77027
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2923329	PGAS
Registration Number:	2927955	TECHTOOLS
Registration Number:	3145077	PGAS THE NEXT STEP IN GAS MEASUREMENT

**CORRESPONDENCE DATA**

Fax Number: (703)610-6200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-610-6100  
 Email: boxip@hoganlovells.com  
 Correspondent Name: Valerie Brennan, Hogan Lovells US LLP  
 Address Line 1: 7930 Jones Branch Drive  
 Address Line 2: Box Intellectual Property

**900166927**

**TRADEMARK  
 REEL: 004242 FRAME: 0072**

**CH \$90.00 2923329**

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 32262.03

NAME OF SUBMITTER: Valerie Brennan

Signature: /vb/

Date: 07/14/2010

**Total Attachments: 14**

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**GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**  
**600 E. LAS COLINAS BOULEVARD**  
**SUITE 400**  
**IRVING, TEXAS 75039**

March 1, 2007

Energy Maintenance Services Group I, LLC  
2100 West Loop South  
Suite 1450  
Houston, Texas 77027  
Attention: Mr. Tim Nesler  
Chairman and Chief Executive Officer

Re: Payoff of Obligations

Ladies and Gentlemen:

Reference is made to:

(i) that certain First Lien Credit and Guaranty Agreement, dated as of April 13, 2006, by and among Production Instrument Sales and Service, Inc.; Lear Industries, LLC; EMS Pipeline Services, LLC; EMSGP, LLC; EMS Measurement Services Company, L.P.; Mid Continent Measurement, Inc.; Houston Flow Measurement, Inc.; EMS Acquisition Canada, Inc.; Celtic Controls Inc.; Advanced GIS Technology, LLC; AGIS Field Services, LLC; Cypress Creek Pipeline Maintenance, Inc.; EMS North America, Inc.; EMS Gulf Coast, LLC; EMS Energy Services Mexico, S. de R.L. de C.V.; EMS Energy Services Administracion Mexico, S. de R.L. de C.V.; EMS Gulf Coast, LLC and EMS Group Mexico, S. de R. L. de C.V., (collectively, the "Borrowers"); Energy Maintenance Services Group I, LLC ("Holdings" and together with the Borrowers, the "Credit Parties"); Goldman Sachs Specialty Lending Group, L.P. ("GSSLG"), as Administrative Agent under the First Lien Credit Agreement (in its capacity herein as Administrative Agent and Collateral Agent under the First Lien Credit Agreement, "First Lien Agent") and the Lenders signatory thereto from time to time (the "First Lien Lenders"), as amended (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"); and

(ii) that certain Second Lien Credit and Guaranty Agreement, dated as of April 13, 2006, by and among the Credit Parties, GSSLG, as Administrative Agent under the Second Lien Credit Agreement (in its capacity herein as Administrative Agent and Collateral Agent under the Second Lien Credit Agreement, "Second Lien Agent" and, sometimes together with the First Lien Agent, the "Agents") and the Lenders signatory thereto from time to time (the "Second Lien Lenders" and, sometimes together with the First Lien Lenders, the "Lenders"), as amended (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement" and, sometimes together with the First Lien Credit Agreement, the "Credit Agreements").

The Agents understand that on the Payoff Effective Time (as hereinafter defined), Borrowers expect to obtain refinancing from the purchasers under that certain Note and Warrant

Payoff Letter  
665536

Purchase Agreement dated March 1, 2007 (collectively, such purchasers are the "New Lenders"), with Holdings as issuer and Wilmington Trust Company, as agent for New Lender ("New Agent"), for the purpose of, among other things, repaying in full all obligations and liabilities of the Borrowers to Lenders and Agents under or in respect of the Credit Agreements. All undefined capitalized terms used herein shall have the meanings set forth in the respective Credit Agreements.

Upon receipt of all (but not less than all) of the items and payments described below (the time at which all of the conditions in the clauses (1), (2) and (3) below shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agents agree, to the extent, if any, held by Agents, to deliver to the Borrowers or, at the direction of the Credit Parties, the New Agent, the original stock certificates and other instruments in Agents' possession, which are described on Schedule I hereto, and UCC-3 termination statements, mortgage satisfactions, releases of liens, discharges, terminations and other release documentation executed by Agents releasing Collateral Agents' liens and security interests in all of the assets and property of the Borrowers and the other Credit Parties (the "Property").

(1) The First Lien Agent's receipt of federal funds wire transfer in the amount of **\$11,000,338.22** (the "First Lien Payoff Amount"), which amount represents the Obligations outstanding under the Credit Documents with respect to the First Lien Credit Agreement through March 1, 2007 (the calculation of which is set forth in the attached Exhibit "A"), increased by **\$2,615.24** for each day occurring after March 1, 2007 through (and including) the date on which on or before 12:00 p.m. (New York City time) the entire First Lien Payoff Amount is received by the First Lien Agent in accordance with this letter agreement, and

(2) by the Second Lien Agent's receipt of federal funds wire transfer in the amount of **\$18,207,195.83** (the "Second Lien Payoff Amount"), which amount represents the Obligations outstanding under the Credit Documents with respect to the Second Lien Credit Agreement through March 1, 2007 (the calculation of which is set forth in the attached Exhibit "B"), increased by **\$6,929.17** for each day occurring after March 1, 2007 through (and including) the date on which on or before 12:00 p.m. (New York City time) the entire Second Lien Payoff Amount is received by the Second Lien Agent in accordance with this letter agreement, and

(iii) The Agents receipt of a fully executed counterpart of this letter agreement (this "Payoff Agreement") signed by the Credit Parties and the New Agent

Upon the Payoff Effective Time, Agents (on behalf of themselves and the Lenders) agree and acknowledge that:

(i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of Borrowers or the Credit Parties under or relating to the Credit Documents entered into with respect to each Credit Agreement shall be paid and satisfied in full and irrevocably discharged, terminated and released, provided, that (A) the Credit Parties shall remain

obligated to Agents and Lenders with respect to (I) any ongoing indemnification obligations under the Credit Agreements, (II) any other obligations or liabilities of Borrowers or any other Credit Party contained in either Credit Agreement or any other Credit Document which are expressly provided to survive payment of the Obligations and/or termination of the Credit Agreements, (III) those obligations and liabilities of Borrowers or any other Credit Party under any provisions of either Credit Agreement and any other Credit Document that are necessary for the enforcement by Agents or Lenders of any of such surviving obligations and liabilities and (IV) any other obligations or liabilities of Holdings with respect to that certain Common Units Purchase Agreement, dated as of April 13, 2006, as amended by that certain Waiver and Amendment to Common Units Purchase Agreement, dated of even date herewith (as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Warrant"), and (B) if any payment by or for the account of Borrowers to any Agent or Lender shall be recovered from, or repaid by, such Agents or Lenders, in whole or in part, in any bankruptcy, insolvency or similar proceeding instituted by or against Borrowers, then the liability of Borrowers and the Credit Parties therefor shall be automatically reinstated;

(ii) all security interests and other liens granted to or held by Agents for the benefit of the Lenders in any Property as security for such indebtedness shall be forever and irrevocably satisfied, released and discharged; and

(iii) the Credit Documents under each Credit Agreement (other than the Warrant) shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination.

From and after the Payoff Effective Time, Agents will, at the expense of Borrowers, to the extent such Agent has not already done so, (a) execute and deliver and/or authorize the filing of and deliver to Borrowers or such persons as Borrower Representative shall designate any UCC termination statements, reconveyances and other documents reasonably requested by Borrower Representative to evidence Collateral Agents' termination of its liens and security interests in the Property, and (b) upon request of Borrower Representative, deliver to Borrowers or such persons as the Borrower Representative shall designate the original Notes that are in the possession of any Lender. In connection with the matters referred to in the previous sentence, each Credit Party hereby acknowledges that the execution of and/or delivery of any documents releasing any security interest or claim in any Property by any Agent or Lender as set forth herein is made without recourse, representation, warranty or other assurance of any kind by any Agent or Lender as to any rights of any Agent or Lender in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. Each Borrower hereby confirms that the commitments of Lenders and Agents to make or permit to remain outstanding any Loans under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agents shall have any further obligation to make or permit to remain outstanding any Loans to Borrowers.

Energy Maintenance Services Group I, LLC  
March 1, 2007  
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The First Lien Payoff Amount referred to above, should be sent by federal funds wire transfer to:

JPMorgan Chase Bank, N.A.  
Account No. 000230435874  
ABA No. 021000021  
Account Name: Goldman Sachs Specialty Lending Group, L.P.  
Reference: EMS - First Lien Credit Agreement  
Attention: Loan Operations: Stepania Larson

The Second Lien Payoff Amount referred to above, should be sent by federal funds wire transfer to:

JPMorgan Chase Bank, N.A.  
Account No. 000230435874  
ABA No. 021000021  
Account Name: Goldman Sachs Specialty Lending Group, L.P.  
Reference: EMS - Second Lien Credit Agreement  
Attention: Loan Operations: Stepania Larson

In addition, each Borrower and each other Credit Party agrees that, upon the Payoff Effective Time, such parties, for themselves and on behalf of their respective successors, assigns, and present and future stockholders, officers, directors, employees, agents and attorneys, hereby remise, release and forever discharge each Agent and each Lender and their respective present and former officers, directors, stockholders, employees, agents, attorneys, successors and assigns from any and all claims, rights, actions, causes of action, suits, liabilities, defenses, damages and costs that (a) exist or may exist as of the date hereof, and (b) arise from or are otherwise related to any Credit Agreement or any other Credit Documents, any transactions contemplated thereby, the administration of the Loans under any Credit Agreement and other financial accommodations made thereunder, the collateral security given in connection therewith, or any related discussions or negotiations, in each case, whether known or unknown, suspected or unsuspected, save and except the gross negligence or willful misconduct of Agents or Lenders with respect to its obligations pursuant to this Agreement. Each Borrower and each other Credit Party waives any and all claims, rights and benefits they may have under any law of any jurisdiction that would render ineffective a release made by a creditor of claims that the creditor does not know or suspect to exist in its favor at the time of executing the release and that, if known by it, would have materially affected its agreement to so release such claims. Each Borrower and each other Credit Party covenants never to institute or participate in any administrative proceeding, suit or action, at law or in equity, against any released party by reason of any claim hereby released. Each Borrower and each other Credit Party acknowledges that (i) they have been represented by independent legal counsel of their own choice throughout all of the negotiation that preceded the execution of this letter agreement and that they have executed this letter agreement after having received the advice of such independent legal counsel, and (ii) they and their respective counsel have had an adequate opportunity to make whatever investigation or inquiry they deem necessary or desirable in connection with the release contained in this paragraph.

Agents hereby agree to refund to Borrowers the excess, if any, of the amount of expenses set forth on Exhibits "A" or "B" (which includes an estimated amount for anticipated expenses associated with the matters contemplated by this pay-off letter) over the actual amount of Agents' expenses for such matters, promptly upon final determination of the actual amount of such expenses. If such estimated amount is less than the actual amount of Agents' expenses, then Borrowers, jointly and severally, agree to promptly pay the difference to Agents.

This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

This Agreement shall become null and void if for any reason the Payoff Effective Time does not occur on or prior to March 5, 2007

If you need additional information, please do not hesitate to contact us.

Very truly yours,

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P., as Administrative Agent and Collateral  
Agent under the First Lien Credit Agreement

By: Stephen W. Hipp  
Name: Stephen W. Hipp  
Title: Senior Vice President

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P., as Administrative Agent and Collateral  
Agent under the Second Lien Credit Agreement

By: Stephen W. Hipp  
Name: Stephen W. Hipp  
Title: Senior Vice President

Acknowledged and agreed this \_\_\_ day of  
March, 2007.

CREDIT PARTIES:

PRODUCTION INSTRUMENT  
SALES AND SERVICE, INC.

Energy Maintenance Services Group I, LLC  
March 1, 2007  
Page 6

By: HL Aelt  
Name:  
Title:

LEAR INDUSTRIES, LLC

By: HL Aelt  
Name:  
Title:

EMS PIPELINE SERVICES, LLC

By: HL Aelt  
Name:  
Title:

EMSGP, LLC

By: HL Aelt  
Name:  
Title:

EMS MEASUREMENT SERVICES  
COMPANY, L.P.

By: EMSGP, LLC, its General Partner

By: HL Aelt  
Name:  
Title:

MID CONTINENT MEASUREMENT, INC.

By: HL Aelt  
Name:  
Title:

Payoff Letter  
665536

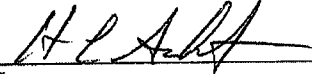
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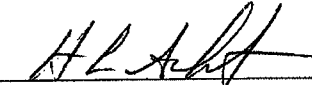


Energy Maintenance Services Group I, LLC  
March 1, 2007  
Page 7

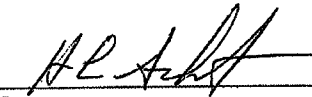
HOUSTON FLOW MEASUREMENT, INC.

By:   
Name:  
Title:

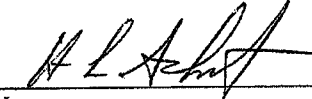
EMS ACQUISITION CANADA, INC.

By:   
Name:  
Title:

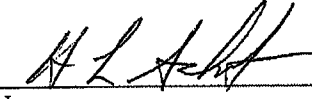
CELTIC CONTROLS INC.

By:   
Name:  
Title:

ADVANCED GIS TECHNOLOGY, LLC

By:   
Name:  
Title:

AGIS FIELD SERVICES, LLC

By:   
Name:  
Title:

CYPRESS CREEK PIPELINE MAINTENANCE, INC.

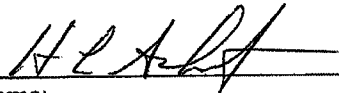
By:   
Name:

Payoff Letter  
665536

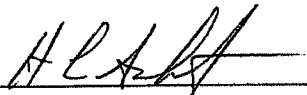
Energy Maintenance Services Group I, LLC  
March 1, 2007  
Page 8

Title:

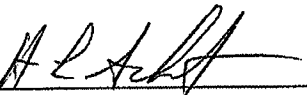
EMS NORTH AMERICA, INC.

By:   
Name:  
Title:

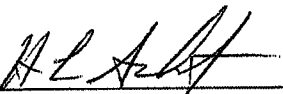
EMS ENERGY SERVICES MEXICO, S. DE R.L. DE C.V.

By:   
Name:  
Title:

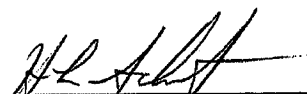
EMS ENERGY SERVICES  
ADMINISTRACION MEXICO, S. DE R.L. DE C.V.

By:   
Name:  
Title:

ENERGY MAINTENANCE SERVICES GROUP I, LLC

By:   
Name:  
Title:

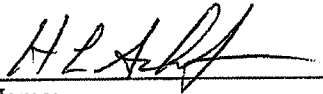
EMS GROUP MEXICO, S. DE R.L. DE C.V.

By:   
Name:  
Title:

EMS GULF COAST, LLC

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Energy Maintenance Services Group I, LLC  
March 1, 2007  
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By:   
Name:  
Title:

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REEL: 004242 FRAME: 0082

**Exhibit A**

(Calculation of First Lien Payoff Amount)

If received by 12:00 p.m. (New York time) on March 1, 2007:

Principal:	\$ 10,735,653.00
Interest:	\$ 76,596.99
Fees	<u>\$ 188,088.23</u>
Total:	\$ 11,000,338.22

Per Diem \$2,615.24

**Exhibit B**

(Calculation of Second Lien Payoff Amount)

If received by 12:00 p.m. (New York time) on March 1, 2007:

Principal:		\$ 15,000,000.00
Interest:		\$ 207,195.83
Prepayment Premium		<u>\$ 3,000,000.00</u>
	Total:	\$ 18,207,195.83]
Per Diem		\$6,929.17

**SCHEDULE I**

**Pledged Stock/Certificates**

<b>Pledged Entity</b>	<b>Pledgor</b>	<b>Cert. #</b>	<b># Shares</b>
Production Instrument Sales and Service, Inc.	Energy Maintenance Services Group I, LLC	2	1,000
EMS North America, Inc.	Energy Maintenance Services Group I, LLC	1	1,000
Cypress Creek Pipeline Maintenance, Inc.	Energy Maintenance Services Group I, LLC	2	10,000
EMS Acquisition Canada, Inc.	EMS North America, Inc.	1	1,000
Houston Flow Measurement, Inc.	EMS Measurement Services Company, L.P.	10	1,000
Mid-Continent Measurement, Inc.	EMS Measurement Services Company, L.P.	9	400
Celtic Controls Inc.	EMS Acquisition Canada, Inc.	1	25
Celtic Controls Inc.	EMS Acquisition Canada, Inc.	2	25
Celtic Controls Inc.	EMS Acquisition Canada, Inc.	3	25
Celtic Controls Inc.	EMS Acquisition Canada, Inc.	4	25
Lear Industries, LLC	Energy Maintenance Services Group I, LLC	3	500
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	1	100,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	2	30,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	3	16,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	4	17,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	5	7,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	6	11,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	7	30,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	8	11,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	9	5,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	10	12,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	11	14,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	12	2,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	13	3,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	14	2,000

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Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	15	6,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	16	5,000
Advanced GIS Technology, LLC	Energy Maintenance Services Group I, LLC	17	10,000
AGIS Field Services, LLC	Energy Maintenance Services Group I, LLC	1	20,000
EMS Pipeline Services, LLC	Energy Maintenance Services Group I, LLC	1	400
EMS Pipeline Services, LLC	Energy Maintenance Services Group I, LLC	25	1,100
EMS Pipeline Services, LLC	Energy Maintenance Services Group I, LLC	35	855.5
EMS Pipeline Services, LLC	Energy Maintenance Services Group I, LLC	36	644.5

Payoff Letter  
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**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE  
U. C. C. FILING SECTION  
FILED 03:33 PM 03/02/2007  
INITIAL FILING # 6129102 0  
AMENDMENT # 2007 0802164  
SRV: 070273815

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # <b>61291020 (4/18/2006)</b>	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT (full or partial):** Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 6.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

**CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  **DELETE** name: Give record name to be deleted in Item 6a or 6b.  **ADD** name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME  
OR **Energy Maintenance Services Group I, LLC**

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
OR **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**  
**DE - Secretary of State**

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)  
DEUCC3PHAT - 12/17/2002 C T System Online