

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE PETROLEUM PLACE, INC.		11/20/2012	CORPORATION: COLORADO
P2 NEWCO, INC.		11/20/2012	CORPORATION: DELAWARE
P2ES CANADA, INC.		11/20/2012	CORPORATION: DELAWARE
P2ES HOLDINGS, INC.		11/20/2012	CORPORATION: DELAWARE
P2 NEWCO2, INC.		11/20/2012	CORPORATION: DELAWARE
P2 ENERGY SOLUTIONS ALBERTA ULC		11/20/2012	UNLIMITED LIABILITY COMPANY: CANADA

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1802407	DIGITAL ORTHOMAPS
Registration Number:	608871	EDGAR TOBIN AERIAL SURVEYS
Registration Number:	2660371	GLOBAL PLANNER
Registration Number:	1044130	
Registration Number:	3082286	LEASEDATA
Registration Number:	753360	MIDCONTINENT ABSTRACT MAPS
Registration Number:	1224965	MIDCONTINENT MAP SERVICES
Registration Number:	3393751	THE LEADER IN OIL AND GAS INFORMATION TECHNOLOGY
Registration Number:	1078366	TOBIN

TRADEMARK

Registration Number:	2619916	TOBIN
Registration Number:	2024642	TRUVUE
Registration Number:	3575531	ACTIONTRAK
Registration Number:	3495453	BEYOND COMPLIANCE
Registration Number:	3495434	BEYOND COMPLIANCE DOING THE RIGHT THING - SIMPLY
Registration Number:	3088972	SKILLSTRAK
Registration Number:	3214250	ASSETTRAK
Registration Number:	3269644	CONTRAK
Registration Number:	3047126	JOB PERFORMANCE MANAGEMENT SYSTEM
Registration Number:	3094988	FACILITATING COMPLIANCE THROUGH TECHNOLOGY
Registration Number:	3014272	INTEGRATED COMPLIANCE MANAGEMENT SYSTEM
Registration Number:	3031766	COMPLIANCEWHERE
Registration Number:	3058801	CORRECTIVE ACTION REGISTER

CORRESPONDENCE DATA

Fax Number: 6508385109
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: Michael Jokic
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37427/31
NAME OF SUBMITTER:	MICHAEL JOKIC
Signature:	/MICHAEL JOKIC/
Date:	01/23/2013

Total Attachments: 7
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SECOND LIEN TRADEMARK SECURITY
AGREEMENT

This Second Lien Trademark Security Agreement dated as of November 20, 2012 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Second Lien credit agreement, dated as of November 20, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, P2 Newco, Inc., a Delaware corporation, certain subsidiaries of Borrower party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted therein and the security interest granted herein shall automatically terminate and be deemed automatically released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE PETROLEUM PLACE, INC.

By: Chad H. Martin
Name: Chad H. Martin
Title: Chief Financial Officer

P2 NEWCO, INC.

By: Chad H. Martin
Name: Chad H. Martin
Title: Chief Financial Officer

P2ES CANADA, INC.

By: Chad H. Martin
Name: Chad H. Martin
Title: Chief Financial Officer

P2ES HOLDINGS, INC.

By: Chad H. Martin
Name: Chad H. Martin
Title: Chief Financial Officer

P2 NEWCO2, INC.

By: Chad H. Martin
Name: Chad H. Martin
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

P2 ENERGY SOLUTIONS ALBERTA ULC

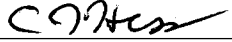
By: Chad H. Martin
Name: Chad H. Martin
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:







Name: E. Joseph Hess
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004947 FRAME: 0711

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date	Owner
Digital Orthomaps	1,802,407	02-Nov-1993	P2ES Holdings, Inc.
Edgar Tobin Aerial Surveys (and Design) 	0,608,871	12-Jul-1955	P2ES Holdings, Inc.
Global Planner	2,660,371	10-Dec-2002	P2ES Holdings, Inc.
Map and Wings (Design Only) 	1,044,130	20-Jul-1976	P2ES Holdings, Inc.
LEASEDATA LEASEDATA	3,082,286	18-Apr-2006	P2ES Holdings, Inc.
Midcontinent Abstract Maps (and Design) 	0,753,360	23-Jul-1963	P2ES Holdings, Inc.
MidContinent Map Services	1,224,965	25-Jan-1983	P2ES Holdings, Inc.
The Leader in Oil and Gas Information and Technology	3,393,751	04-Mar-2008	P2ES Holdings, Inc.
Tobin	1,078,366	29-Nov-1977	P2ES Holdings, Inc.
Tobin (and Design) 	2,619,916	17-Sep-2002	P2ES Holdings, Inc.
Truvue	2,024,642	17-Dec-1996	P2ES Holdings, Inc.
ACTIONTRAK	3575531	17-Feb-2009	P2 Energy Solutions Alberta ULC
BEYOND COMPLIANCE	3495453	02-Sep-2008	P2 Energy Solutions Alberta ULC
BEYOND COMPLIANCE DOING THE RIGHT THING - SIMPLY	3495434	02-Sep-2008	P2 Energy Solutions Alberta ULC
SKILLSTRAK	3088972	02-May-2006	P2 Energy Solutions Alberta ULC
ASSETTRAK	3214250	27-Feb-2007	P2 Energy Solutions Alberta ULC

Trademark	Registration Number	Registration Date	Owner
CONTRAK	3269644	24-Jul-2007	P2 Energy Solutions Alberta ULC
JOB PERFORMANCE MANAGEMENT SYSTEM	3047126	17-Jan-2006	P2 Energy Solutions Alberta ULC
FACILITATING COMPLIANCE THROUGH TECHNOLOGY	3094988	23-May-2006	P2 Energy Solutions Alberta ULC
INTEGRATED COMPLIANCE MANAGEMENT SYSTEM	3014272	08-Nov-2005	P2 Energy Solutions Alberta ULC
COMPLIANCEWHERE	3031766	20-Dec-2005	P2 Energy Solutions Alberta ULC
CORRECTIVE ACTION REGISTER	3058801	14-Feb-2006	P2 Energy Solutions Alberta ULC