

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
WISE Well Intervention Services, Inc.	08/31/2007
RECEIVING PARTY DATA	
Name:	TCW Asset Management Company
Street Address:	333 Clay Street
Internal Address:	Suite 4150
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6702011
Application Number:	10691309
PCT Number:	US0312197
Application Number:	60699759
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3016380511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	Attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	31994
NAME OF SUBMITTER:	Penelope J.A. Agodoa

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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of August 31, 2007 (this "Patent Security Agreement") is made by WISE Well Intervention Services, Inc., a Nevada corporation ("Grantor"), to TCW Asset Management Company, a California corporation in its capacity as the administrative agent under the Note Purchase Agreement (the "Secured Party").

Preliminary Statement

Grantor and Secured Party are parties to the Note Purchase Agreement dated as of August 31, 2007 (as the same may be amended, supplemented or modified from time to time, the "Note Purchase Agreement") among the Grantor, Production Enhancement Group, Inc., an Alberta corporation, certain noteholders party thereto from time to time, (collectively, the "Holders"), and Secured Party. It is a condition precedent to the effectiveness of the Note Purchase Agreement that the Grantor shall have entered into this Patent Security Agreement to secure its obligations arising under or pursuant to the Note Documents (as defined in the Note Purchase Agreement).

The Grantor owns the patents and patent applications, and is a party to the patent licenses listed on Schedule I annexed hereto and by this reference incorporated herein.

Pursuant to the terms of the Security Agreement dated as of August 31, 2007 (as the same may be amended, supplemented or modified from time to time, the "Security Agreement") executed by the Credit Parties (as defined in the Note Purchase Agreement) and the other grantors party thereto from time to time and in favor of Secured Party, for the benefit of the Beneficiaries (as defined in the Security Agreement), Grantor has granted a security interest in the Collateral, as such term is defined in the Security Agreement, including, without limitation, all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired Patents and Patent Licenses (each as defined in the Security Agreement), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations (as defined in the Security Agreement).

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Secured Party, as collateral security for the prompt and complete payment and performance of the Obligations (as defined in the Note Purchase Agreement) for the benefit of the Beneficiaries, a security interest in all of Grantor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) (i) all letters patent of the United States, all grants and recordings thereof and all applications for letters patent of the United States, including grants, recordings and pending applications in the United States Patent and Trademark Office and (ii) all reissues, continuations, divisions, continuations-in-part, re-examinations, renewals or extensions thereof and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein;

including but not limited to all the property set forth as "Patents and Patent Licenses" on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent or letters patent issuing from any pending applications referred to in Schedule I annexed hereto, whether from direct or contributory infringement or from inducement of infringement and all reissues, continuations, divisions, continuations-in-part of any letters patent or any pending applications;

provided that in no event shall the term "Patent Collateral" include any asset or property of Grantor which would be rendered void or voidable, or which if included in Patent Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon the Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent 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.

This Patent Security Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, except to the extent that the perfection, the effect of perfection or non-perfection and the priority of the security interest in the Patent Collateral are governed by the laws of a jurisdiction other than the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

WISE WELL INTERVENTION SERVICES, INC.

By: 

Name: Phillip C. Crawford

Title: Chief Executive Officer

Schedule I
Patents and Patent Licenses

PATENT REGISTRATIONS

Nature of Interest	Registration Patent Number	Issue Date	Country of Issuance
Combined Nitrogen Treatment System and coiled tubing in one tractor/trailer apparatus	6,702,011	03/09/2004	USA

PATENT APPLICATIONS

Nature of Interest	Application Number	File Date	Country of Application
Combined Power Unit for Nitrogen System, coiled system, and Coiled Tubing System	10/691,309	10/22/2003	USA
Coiled Tubing having Multiple Strings of Smaller Tubing Embedded Therein	PCT/US/2003/012 197	04/21/2003	USA
Combined Nitrogen Generation System and Well Servicing Fluid System in One Power Unit Apparatus	60/699/759	07/16/2005	USA