

09-11-2002

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RECORD



U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TR

102217654

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): **9-9-02**
AMPAM Corporate Services, L.P.

Individual(s) Association
 General Partnership Limited Partnership (Delaware)
 Corporation
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Bank One, NA
Address: 910 Travis Street
Houston, Texas 77002

Individual(s) citizenship
 Association
 General Partnership
 Corporation
 Other - a national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement- Change of Name
 Other - Pledge and Security Agreement

Execution Date: February 15, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2419933 <hr/> 2443395

Additional numbers attached? Yes No

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patricia Paquet
Internal Address: Locke Liddell & Sapp LLP
Street Address: 600 Travis, Suite 3400
City: Houston State: TX Zip: 77002-3095

6. Total number of applications and registrations involved: **2**

7. Total fee (37 C.F.R. 3.41)..... \$ 65.00
 Enclosed
 Authorized to be charged to deposit account (any deficiency in enclosed fees)
 Authorized to be charged to ~~deposit~~ account

8. Deposit account number:
12-1322/013182-00102

(DO NOT attach duplicate copy of this page even if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PATRICIA PAQUET Patricia Paquet August 29, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 29

09/10/2002 DBYRNE 00000160 2419933
40.00 DP
25.00 DP
01 FC:481
02 FC:482

PLEDGE AND SECURITY AGREEMENT

This PLEDGE AND SECURITY AGREEMENT dated as of ~~January~~ ^{February} 15, 2001 (as amended or otherwise modified from time to time, this "Security Agreement") is made by AMPAM Corporate Services, L.P., a Delaware limited partnership ("Debtor"), to The First National Bank of Chicago, as collateral agent ("Agent") for the ratable benefit of the Facility Agent (defined below), the LC Issuer (defined below), the Lenders (defined below) and the Rate Hedge Lenders (defined below), and is delivered pursuant to the Credit Agreement dated as of March 31, 1999 (as amended, renewed, extended or otherwise modified from time to time, the "Credit Agreement"), among American Plumbing & Mechanical, Inc., a Delaware corporation ("Borrower"), the lenders parties thereto ("Lenders"), the letter of credit issuer thereunder ("LC Issuer") and The First National Bank of Chicago, as agent for the Lenders and the LC Issuer ("Facility Agent").

PRELIMINARY STATEMENT:

(1) The Debtor is a Subsidiary of the Borrower.

(2) The Debtor is executing and delivering this Agreement (a) to induce the Lenders and the Facility Agent to enter into the Credit Agreement and to extend Credit Extensions and other financial accommodations to the Borrower from time to time pursuant to the Credit Agreement, and (b) intending it to be a legal, valid, enforceable and continuing obligation of the Debtor.

(3) Furthermore, the Borrower from time to time may enter into one or more Related Rate Hedging Agreements (as used herein the term "Rate Hedge Lenders" shall mean each Lender or Affiliate thereof party (other than any Obligor) to any now or hereafter existing Related Rate Hedging Agreement, so long as any obligations thereunder constitute Secured Obligations (as defined in Section 2 hereof)).

NOW, THEREFORE, in consideration of the premises and in order to induce the Agent and the Lenders to make Swing Loans and Advances under the Credit Agreement, to induce the LC Issuer to issued Facility LCs under the Credit Agreement and to induce the Rate Hedge Lenders to enter into and perform Rate Hedging Agreements from time to time, the Debtor hereby agrees with the Agent for its benefit and the ratable benefit of the Facility Agent, the LC Issuer, the Rate Hedge Lenders and the Lenders as follows:

ARTICLE I DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in Texas Uniform Commercial Code. Terms defined in the Texas Uniform Commercial Code which are not otherwise defined in this Security Agreement are used herein as defined in the Texas Uniform Commercial Code as in effect on the date hereof.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

“Accounts” means all rights to payment for goods sold or leased or services rendered by the Debtor, whether or not earned by performance, together with all security interests or other security held by or granted to the Debtor to secure such rights to payment.

“Article” means a numbered article of this Security Agreement, unless another document is specifically referenced.

“Chattel Paper” means any writing or group of writings which evidences both a monetary obligation and a security interest in or a lease of specific goods.

“Collateral” means all Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Investment Property, Instruments, Inventory, Pledged Deposits, Receivables, Stock Rights and Other Collateral, wherever located, in which the Debtor now has or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

“Control” shall have the meaning set forth in Article 8 of the Texas Uniform Commercial Code as in effect from time to time.

“Default” means an event described in Section 5.1.

“Documents” means all documents of title and goods evidenced thereby, including without limitation all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

“Equipment” means all equipment, machinery, furniture and goods used or usable by the Debtor in its business and all other tangible personal property (other than Inventory), and all accessions and additions thereto, including, without limitation, all Fixtures.

“Exhibit” refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

“Fixtures” means all goods which become so related to particular real estate that an interest in such goods arises under any real estate law applicable thereto, including, without limitation, all trade fixtures.

“General Intangibles” means all intangible personal property (other than Accounts) including, without limitation, all contract rights, rights to receive payments of money, choses in action, causes of action, judgments, tax refunds and tax refund claims, patents, trademarks, trade names, copyrights, licenses, franchises, computer programs, software, goodwill, customer and supplier contracts, interests in general or limited partnerships, joint ventures or limited liability companies, reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interests in trusts, leasehold interests in real or personal property, rights to receive rentals of real or personal property and guarantee and indemnity claims.

“Investment Property” means a security, whether certificated or uncertificated; a security entitlement; a securities account; a commodity contract; or a commodity account (all as defined in the Texas Uniform Commercial Code as in effect from time to time).

“Instruments” means all negotiable instruments (as defined in §3-104 of the Texas Uniform Commercial Code as in effect from time to time), certificated and uncertificated securities and any replacements therefor and Stock Rights related thereto, and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, letters of credit, preferred and common stocks, options and warrants.

“Inventory” means all goods held for sale or lease, or furnished or to be furnished under contracts of service, or consumed in the Debtor’s business, including without limitation raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, all such goods that have been returned to or repossessed by or on behalf of the Debtor, and all such goods released to the Debtor or to third parties under trust receipts or similar documents.

“Lien” means any lien (statutory or other), security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, capitalized lease or other title retention agreement).

“Other Collateral” means any property of the Debtor, other than real estate, not included within the defined terms Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits and Stock Rights, including, without limitation, all cash on hand and all deposit accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of the Debtor other than real estate.

“Pledged Deposits” means all time deposits of money, whether or not evidenced by certificates, which the Debtor may from time to time designate as pledged to the Agent, the Facility Agent, the LC Issuer or to any Lender as security for any Secured Obligation, and all rights to receive interest on said deposits.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Agent or the Lenders in connection with the preparation, administration, collection or enforcement thereof), of the Borrower or the Debtor to the Agent, the Facility Agent, the LC Issuer, any Rate Hedge Lender or any Lender or any branch, subsidiary or affiliate thereof, arising under or pursuant to this Security Agreement, the Credit Agreement, the Notes, the other Loan Documents and all Related Rate Hedging Agreements registered by such Rate Hedge Lender with the Agent.

"Security" has the meaning set forth in Article 8 of the Texas Uniform Commercial Code as in effect from time to time

"Stock Rights" means any securities, dividends or other distributions and any other right or property which the Debtor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which the Debtor now has or hereafter acquires any right, issued by an issuer of such securities.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II GRANT OF SECURITY INTEREST

The Debtor hereby pledges to the Agent for its benefit and the ratable benefit of the Facility Agent, the LC Issuer and the Lenders, and grants to the Agent for its benefit and the ratable benefit of the Facility Agent, the LC Issuer and the Lenders a security interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations in accordance with the Loan Documents and the Related Rate Hedging Agreements.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants to the Agent, the LC Issuer, the Rate Hedge Lenders and the Lenders that:

3.1. Title, Authorization, Validity and Enforceability. The Debtor has good and valid rights in and title to or valid leasehold interests in the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Agent the security interest in such Collateral pursuant hereto. The execution and delivery by the Debtor of this Security Agreement has been duly authorized by proper corporate proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of the Debtor and creates a security interest which is enforceable against the Debtor in all now owned and hereafter acquired Collateral, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally. When financing statements have been filed in the appropriate offices against the Debtor in the locations listed on Exhibit E, the Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1.6.

3.2. Conflicting Laws and Contracts. Neither the execution and delivery by the Debtor of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Debtor or the Debtor's articles or certificate of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Debtor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Agent on behalf of the Lenders).

3.3. Principal Location. The Debtor's mailing address, and the location of its chief executive office and of the books and records relating to the Receivables, are disclosed in Exhibit A; the Debtor has no other places of business except those set forth in Exhibit A.

3.4. Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit A. All of said locations are owned by the Debtor except for locations (i) which are leased by the Debtor as lessee and designated in Part B of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part C of Exhibit A, with respect to which Inventory the Debtor has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Lenders to protect the Agent's and the Lenders' security interest in such Inventory.

3.5. No Other Names. The Debtor has not conducted business under any name except the name in which it has executed this Security Agreement.

3.6. No Default. No Default or Unmatured Default exists.

3.7. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Debtor relating thereto and in all invoices and reports with respect thereto furnished to the Agent by the Debtor from time to time. As of the time when each Account or each item of Chattel Paper arises, the Debtor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and accurately reflect the information contained therein.

3.8. Filing Requirements. None of the Equipment is covered by any certificate of title, except for the vehicles described in Part A of Exhibit B. None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for (i) the vehicles described in Part B of Exhibit B and (ii) patents, trademarks and copyrights held by the Debtor and described in Part C of Exhibit B. The legal description, county and street address of the property on which any Fixtures are located is set forth in Exhibit C together with the name and address of the record owner of each such property.

3.9. No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Debtor as debtor has been filed in any jurisdiction except (i) financing statements naming the Agent on behalf of the Lenders as the secured party and (ii) as described in Exhibit D.

3.10. Federal Employer Identification Number. The Debtor's Federal employer identification number is 74-2940848.

ARTICLE IV COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1. General.

4.1.1. Inspection. The Debtor will permit the Agent, any Rate Hedge Lender or any Lender, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of the Debtor relating to the Collateral and (iii) to discuss the Collateral and the related records of the Debtor with, and to be advised as to the same by, the Debtor's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Agent or such Lender may determine, and all at the Debtor's expense.

4.1.2. Taxes. The Debtor will pay prior to delinquency all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being

contested in good faith by appropriate proceedings and with respect to which no Lien exists.

4.1.3. Records and Reports; Notification of Default. The Debtor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time request. The Debtor will give prompt notice in writing to the Agent, the Rate Hedge Lenders and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which could have a Material Adverse Effect.

4.1.4. Financing Statements and Other Actions; Defense of Title. The Debtor will execute and deliver to the Agent all financing statements and other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a first perfected security interest in and, in the case of Investment Property, Control of the Collateral. The Debtor will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5. Disposition of Collateral. The Debtor will not sell, lease or otherwise dispose of the Collateral except (i) until such time following the occurrence of a Default as the Debtor receives a notice from the Agent instructing the Debtor to cease such transactions, sales or leases of Inventory in the ordinary course of business, (ii) until such time as the Debtor receives a notice from the Agent pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business and (iii) as allowed pursuant to the Credit Agreement.

4.1.6. Liens. The Debtor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens described in Exhibit D and (iii) other Liens permitted pursuant to Section 6.15 of the Credit Agreement.

4.1.7. Change in Location or Name. The Debtor will not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit A, (ii) maintain records relating to the Receivables at a location other than at the location specified on Exhibit A, (iii) maintain a place of business at a location other than a location specified on Exhibit A, (iv) change its name or taxpayer identification number or (v) change its mailing address, unless the Debtor shall have given the Agent not less than 30 days' prior written notice thereof, and the Agent shall have determined that such change will not adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral.

4.1.8. Other Financing Statements. The Debtor will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except in connection with Liens permitted by Section 4.1.6.

4.2. Receivables.

4.2.1. Certain Agreements on Receivables. The Debtor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof without the prior consent of the Agent, except that, prior to the occurrence of a Default, the Debtor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2. Collection of Receivables. Except as otherwise provided in this Security Agreement, the Debtor will use all commercially reasonable efforts to and, at the request of Agent will, collect and enforce, at the Debtor's sole expense, all amounts due or hereafter due to the Debtor under the Receivables.

4.2.3. Delivery of Invoices. The Debtor will deliver to the Agent immediately upon its request after the occurrence of a Default that remains uncured duplicate invoices with respect to each Account bearing such language of assignment as the Agent shall specify.

4.2.4. Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of the Debtor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the Debtor will disclose such fact to the Agent in writing in connection with the inspection by the Agent of any record of the Debtor relating to such Receivable and in connection with any invoice or report furnished by the Debtor to the Agent relating to such Receivable.

4.3. Inventory and Equipment.

4.3.1. Maintenance of Goods. The Debtor will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition.

4.3.2. Insurance. The Debtor will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Agent, on behalf of the Lenders, and providing that said insurance will not be terminated except after at least 15 days' written notice from the insurance company to the Agent, (ii) maintain such other insurance on the Collateral for the benefit of the Agent to at least satisfy any requirement under or pursuant to the Credit Agreement, (iii) furnish to the Agent upon the request of the Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance naming the Agent, on behalf of the Lenders, as an additional insured.

4.3.3. Titled Vehicles. At all times after the Agent has requested the Debtor to provide such information, the Debtor will give the Agent notice of its acquisition and ownership of any vehicle covered by a certificate of title and, will deliver to the Agent, promptly upon request, the original of any vehicle title certificate and do all things necessary to have the Lien of the Agent noted on any such certificate.

4.4. Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. The Debtor will (i) deliver to the Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments (if any then exist), (ii) hold in trust for the Agent upon receipt and immediately thereafter deliver to the Agent any Chattel Paper, Securities and Instruments constituting Collateral, (iii) upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Agent such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as may be required or requested by the Agent pursuant to applicable law to perfect Agent's security interest therein, and (iv) upon the Agent's request, deliver to the Agent (and thereafter hold in trust for the Agent upon receipt and immediately deliver to the Agent) any Document evidencing or constituting Collateral.

4.5. Uncertificated Securities and Certain Other Investment Property. The Debtor will permit the Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Agent granted pursuant to this Security Agreement. Upon receipt of notice from the Agent, acting upon the directions of the Required Lenders, the Debtor will take any actions necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause the Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, the Debtor will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Agent in form and substance satisfactory to the Agent.

4.6. Stock and Other Ownership Interests.

4.6.1. Changes in Capital Structure of Issuers. The Debtor will not (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2. Issuance of Additional Securities. The Debtor will not permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any

such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to the Debtor.

4.6.3. Registration of Pledged Securities and other Investment Property. The Debtor will permit any registerable Collateral to be registered in the name of the Agent or its nominee at any time at the option of the Agent.

4.6.4. Exercise of Rights in Pledged Securities and other Investment Property. The Debtor will permit the Agent or its nominee at any time after the occurrence and during the continuance of a Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.7. Pledged Deposits. The Debtor will not withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of the Agent.

4.8. Deposit Accounts. The Debtor will (i) upon the Agent's request, notify each bank or other financial institution in which it maintains a deposit account or other deposit (general or special, time or demand, provisional or final) of the security interest granted to the Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon the Agent's request, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Agent, transferring dominion and control over each such account to the Agent. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

4.9. Federal, State or Municipal Claims. The Debtor will notify the Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

ARTICLE V DEFAULT

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made by or on behalf of the Debtor under or in connection with this Security Agreement shall be materially false as of the date on which made.

5.1.2. The breach by the Debtor of any of the terms or provisions of Article IV or Article VII.

5.1.3. The breach by the Debtor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the terms or provisions of this Security Agreement which is not remedied within five days after the giving of written notice to the Debtor by the Agent.

5.1.4. Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 or shall be lost, stolen, damaged or destroyed and is not covered by insurance naming the Agent as co-insured and loss payee.

5.1.5. Any principal of any Secured Obligation shall not be paid when due, whether at stated maturity, upon acceleration or otherwise, any Reimbursement Obligation of any Secured Obligation shall not be paid within one (1) Business Day after the same becomes due, or any interest upon any Secured Obligation or of any fee, or other obligations under any Secured Obligation is not paid within five days after the same becomes due.

5.1.6. The occurrence of any "Default" under, and as defined in, the Credit Agreement.

5.2. Acceleration and Remedies. Upon the occurrence and during the existence of any Default under Section 5.1, the Agent may, with the concurrence or at the direction of the Required Lenders, exercise any or all of the following rights and remedies:

5.2.1. Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Agent, the Facility Agent, the LC Issuer and the Lenders prior to a Default.

5.2.2. Those rights and remedies available to a secured party under the Texas Uniform Commercial Code (whether or not the Texas Uniform Commercial Code applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3. Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable.

5.3. Debtor's Obligations Upon Default. Upon the request of the Agent after the occurrence of a Default, the Debtor will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at any place or places specified by the Agent.

5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4. License. The Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge, the Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, the Debtor's rights under all licenses and all franchise agreements shall inure to the Agent's benefit. In addition, the Debtor hereby irrevocably agrees that the Agent may, following the occurrence and during the continuance of a Default, sell any of the Debtor's Inventory directly to any person, including without limitation persons who have previously purchased the Debtor's Inventory from the Debtor and in connection with any such sale or other enforcement of the Agent's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to the Debtor and any Inventory that is covered by any copyright owned by or licensed to the Debtor and the Agent may finish any work in process and affix any trademark owned by or licensed to the Debtor and sell such Inventory as provided herein.

ARTICLE VI WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Agent, any Rate Hedge Lender or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Agent, with the concurrence or at the direction of the Lenders if required under Section 8.03 of the Credit Agreement, and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Secured Obligations have been paid in full.

ARTICLE VII PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. Upon request of the Agent, the Debtor shall execute and deliver to the Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the

Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Agent.

7.2. Collection of Receivables. The Agent may at any time, upon the instruction of the Required Lenders, by giving the Debtor written notice, elect to require that the Receivables be paid directly to the Agent for the benefit of the Rate Hedge Lenders and the Lenders. In such event, the Debtor shall, and shall permit the Agent to, promptly notify the account debtors or obligors under the Receivables of the Rate Hedge Lenders' and the Lenders' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Agent. Upon receipt of any such notice from the Agent, the Debtor shall thereafter hold in trust for the Agent, on behalf of the Rate Hedge Lenders and the Lenders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3. Special Collateral Account. The Agent may require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Agent and held there as security for the Secured Obligations. The Debtor shall have no control whatsoever over said cash collateral account. If no Default or Unmatured Default has occurred or is continuing, the Agent shall from time to time deposit the collected balances in said cash collateral account into the Debtor's general operating account with the Agent. The Agent may (and shall, at the direction of the Required Lenders), from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4. Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Secured Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all (including reasonable attorney's fees) costs and expenses of the Agent incurred in connection with the collection and enforcement of the Secured Obligations or of the security interest granted to the Agent pursuant to this Security Agreement;

(b) SECOND, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest and fees of the Lenders and Net Mark-to-Market Exposure of the Rate Hedge Lenders, pro rata among the Lenders and the Rate Hedge Lenders in accordance with the amount of such accrued and unpaid interest and fees or Net Mark-to-Market Exposure respectively owing to each of them; *provided* that "Net Mark-to-Market Exposure" means, with respect to any Related Rate Hedging Agreement, the net amount (if any) of "unrealized losses" over all "unrealized profits" arising from such Related Rate Hedging Agreement based solely upon the fair market value of

replacing such Related Rate Hedging Agreement (assuming the Related Rate Hedging Agreement were to be terminated):

(c) THIRD, to payment of the principal of the Secured Obligations, pro rata among the Rate Hedge Lenders and the Lenders in accordance with the amount of such principal owing to each of them;

(d) FOURTH, to payment of any Secured Obligations (other than those listed above) pro rata among those parties to whom such Secured Obligations are due in accordance with the amounts owing to each of them; and

(e) FIFTH, the balance, if any, after all of the Secured Obligations have been satisfied, shall be paid to Debtor or to such other Person as may be legally entitled thereto.

ARTICLE VIII GENERAL PROVISIONS

8.1. Notice of Disposition of Collateral. The Debtor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Debtor, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made.

8.2. Compromises and Collection of Collateral. The Debtor and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Debtor agrees that the Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

8.3. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Agent may perform or pay any obligation which the Debtor has agreed to perform or pay in this Security Agreement and the Debtor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.3. The Debtor's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4. Authorization for Secured Party to Take Certain Action. The Debtor irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent and appoints the Agent as its attorney in fact (i) to execute on behalf of the Debtor as debtor and to

file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Agent Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.5, to enforce payment of the Receivables in the name of the Agent or the Debtor, (vi) to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided in Article VII and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and the Debtor agrees to reimburse the Agent on demand for any payment made or any expense incurred by the Agent in connection therewith, provided that this authorization shall not relieve the Debtor of any of its obligations under this Security Agreement, the Credit Agreement, any other Loan Document or any Related Rate Hedging Agreement.

8.5. Specific Performance of Certain Covenants. The Debtor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Agent, the Rate Hedge Lenders and the Lenders, that the Agent, the Rate Hedge Lenders and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent, the Rate Hedge Lenders or the Lenders to seek and obtain specific performance of other obligations of the Debtor contained in this Security Agreement, that the covenants of the Debtor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Debtor.

8.6. Use and Possession of Certain Premises. Upon the occurrence and during the continuance of a Default, the Agent shall be entitled to occupy and use any premises owned or leased by the Debtor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay the Debtor for such use and occupancy.

8.7. Dispositions Not Authorized. The Debtor is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between the Debtor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon the Agent, the Rate Hedge Lenders or the Lenders unless such authorization is in writing signed by the Agent with the consent or at the direction of the Required Lenders.

8.8. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Debtor, the Agent, the Rate Hedge Lenders and the Lenders and their respective successors and assigns, except that the Debtor shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Agent.

8.9. Survival of Representations. All representations and warranties of the Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Debtor, together with interest and penalties, if any. The Debtor shall reimburse the Agent for any and all out-of-pocket expenses paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). The Debtor shall also reimburse the Agent for any and all internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Debtor in the performance of actions required pursuant to the terms hereof shall be borne solely by the Debtor.

8.11. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Agent, any Rate Hedge Lender or any Lender which would give rise to any Secured Obligations are outstanding. This Security Agreement may not be terminated (i) except in compliance with the Credit Agreement, including without limitation, Section 8.03 thereof and (ii) except after the Agent has received notice from both the Debtor and each Rate Hedge Lender (who had previously registered its Related Rate Hedging Agreements with the Agent) to the effect that there are no continuing obligations or commitments under such Related Rate Hedging Agreements.

8.13. Release of Collateral. Upon any sale, transfer or other disposition of Collateral comprised of Inventory that is expressly permitted under clause (i) of Section 6.13 of the Credit Agreement and upon five Business Days prior written request by the Debtor, the Agent shall execute at the Debtor's expense such documents as may be necessary to evidence the release by Agent of its Lien on such Collateral; *provided, however*, that (i) the Agent shall not be required to release any Lien on any Collateral if a Default or Unmatured Default shall have occurred and be continuing; (ii) the Agent shall not be required to executed any such document on terms which, in the Agent's sole opinion, would expose the Agent to liability or create any obligation not reimbursed by the Debtor or entail any consequences other than the release of such Lien

without recourse or warranty, and (iii) such release shall not in any manner discharge, affect or impair any of the Secured Obligations or any of the Agent's Liens on any other Collateral, including without limitation, its Liens on the proceed of any such sale, transfer or disposition.

8.14. CHOICE OF LAW. This Security Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the state of Texas, but giving effect to federal laws applicable to national banks.

8.15. Indemnity. **THE DEBTOR HEREBY AGREES TO INDEMNIFY THE AGENT AND THE LENDERS, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, PENALTIES, SUITS, COSTS, AND EXPENSES OF ANY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR WHETHER OR NOT THE AGENT OR ANY LENDER IS A PARTY THERETO), INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF ORDINARY NEGLIGENCE, EXCEPT TO THE EXTENT THAT THEY ARE DETERMINED IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PARTY SEEKING INDEMNIFICATION, IMPOSED ON, INCURRED BY OR ASSERTED AGAINST THE AGENT, THE RATE HEDGE LENDERS OR THE LENDERS, OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS AND EMPLOYEES, IN ANY WAY RELATING TO OR ARISING OUT OF THIS SECURITY AGREEMENT, OR THE MANUFACTURE, PURCHASE, ACCEPTANCE, REJECTION, OWNERSHIP, DELIVERY, LEASE, POSSESSION, USE, OPERATION, CONDITION, SALE, RETURN OR OTHER DISPOSITION OF ANY COLLATERAL (INCLUDING, WITHOUT LIMITATION, LATENT AND OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE BY THE AGENT, THE RATE HEDGE LENDERS OR THE LENDERS OR THE DEBTOR, AND ANY CLAIM FOR PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT).**

8.16. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Debtor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Debtor and the Agent relating to the Collateral.

ARTICLE IX NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telegraph, telex, FAX or nationally established overnight courier service, and shall be deemed received (i) when received by the addressee if sent via the United States mail, postage prepaid, (ii) when delivered to the appropriate office or machine operator for transmission, charges prepaid, if sent by telegraph or telex (answerback confirmed in the case of telexes), (iii) when receipt thereof by the addressee is confirmed by telephone if sent by FAX and (iv) one business day after delivery to an overnight courier service, if sent by such service, in each case addressed to the Debtor at the address set forth on Exhibit A

as its principal place of business, to the Agent and the Lenders at the addresses set forth in the Credit Agreement, and to any Rate Hedge Lender at the address given to the Agent at the time the Rate Hedge Lender registered its Related Rate Hedging Agreement with the Agent.

9.2. Change in Address for Notices. Each of the Debtor, the Agent, the Rate Hedge Lenders and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

9.3. Agent for Service of Process. The Debtor hereby irrevocable designates David C. Baggett, a Texas resident with a mailing address of: c/o American Plumbing & Mechanical, Inc., 1950 Louis Henna Blvd., Round Rock, Texas 78664, to receive for and on behalf of Debtor service of process in Texas. In the event that David C. Baggett resigns or ceases to serve as the Debtor's agent for service of process hereunder, the Debtor agrees forthwith (i) to designate another agent for service of process in Houston, Texas and (ii) to give prompt written notice to the Agent, the LC Issuer and the Lenders of the name and address of such agent. The Agent, the LC Issuer, the Rate Hedge Lenders and the Lenders agree to cause a copy of such process to be served on such agent to be promptly forwarded to the Debtor at its address specified above, and the Debtor agrees that its failure to receive such copy shall not impair or affect in any way the validity of such service of process or of any judgment based thereon. If, despite the foregoing, there is for any reason no agent for service of process of the Debtor available to be served, then the Debtor further irrevocably consents to the service of process by the mailing thereon by the Agent, the LC Issuer, a Rate Hedge Lender or a Lender by registered or certified mail, postage prepaid, to the last address of the Debtor in the records of the Agent. Nothing in this section shall affect the right of the Agent, the LC Issuer, the Rate Hedge Lenders or the Lenders to serve legal process in any other manner permitted by law or affect the right of the Agent, the LC Issuer, any Rate Hedge Lender or any Lender to bring any action or proceeding against the Debtor in the courts of any other jurisdiction.

ARTICLE X THE AGENT

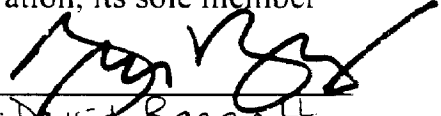
The First National Bank of Chicago has been appointed Agent for the Rate Hedge Lenders and the Lenders hereunder pursuant to Article X of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

IN WITNESS WHEREOF, the Debtor and the Agent have executed this Security Agreement as of the date first above written.

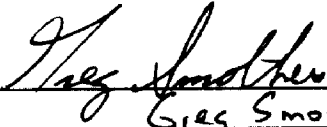
AMPAM CORPORATE SERVICES, L.P.,
a Delaware limited partnership

By: AMPAM HOLDINGS, LLC,
a Delaware limited liability company,
its sole general partner

By: AMERICAN PLUMBING &
MECHANICAL, INC., a Delaware
corporation, its sole member

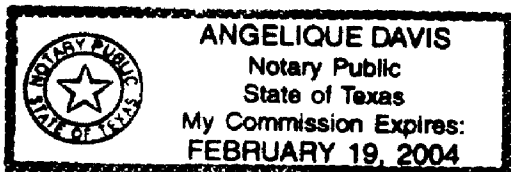
By: 
Name: David Baggett
Title: Vice President

BANK ONE, NA, successor to
THE FIRST NATIONAL BANK OF CHICAGO,
as Agent

By: 
Name: Greg Smothers
Title: Vice President

STATE OF Texas)
) SS
COUNTY OF Williamson)

The foregoing instrument was acknowledged before me this 15 day of February, 2001, by David Baggett, a Vice President of American Plumbing & Mechanical, Inc., a Delaware corporation, sole member of AMPAM Holdings, LLC, a Delaware limited liability company, sole general partner of AMPAM Corporate Services, L.P., a Delaware limited partnership, on behalf of said corporation, said limited liability company and said limited partnership.



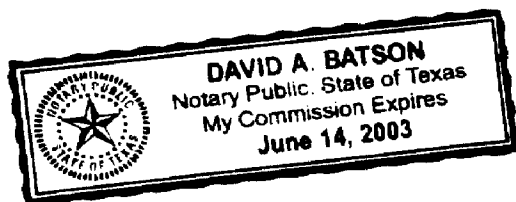
Angelique Davis
Notary Public

My commission expires: 2/19/04

STATE OF Texas)
) SS
COUNTY OF Harris)

Bank One, NA,
successor to

The foregoing instrument was acknowledged before me this 8 day of May, 2001, by Greg Smother's a VP of The First National Bank of Chicago, a national banking association, on behalf of said national banking association.



David A. Batson
Notary Public

My commission expires: 6-14-03

EXHIBIT A

Principal Place of business and Mailing Address:

1950 Louis Henna Blvd.
Round Rock, TX 78664
Attn: Steve Smith

Location(s) of Receivables Records (if different from Principal Place of Business above):

Same Location

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by the Debtor:

None

B. Properties Leased by the Debtor:

None

C. Public Warehouses or other Locations pursuant to Bailment or consignment Arrangements:

None

EXHIBIT B

Patents, copyrights, trademarks (See Attached Exhibit B-1)

EXHIBIT B-1

Intellectual Property

AMPAM

TAKING CARE OF BUSINESS. Refiled 11/20/99 (No serial number yet), and all goodwill associated therewith.

AMPAM, filed 2/27/99, Serial No. 75/646,869, and all goodwill associated therewith.

AMPAM and Design, filed 6/9/99, Serial No. 75/724,566, and all goodwill associated therewith.

Power

All rights to and in the name of "Power Plumbing"

All goodwill associated with the name and business of Power

Christianson

All rights to and in the names "Christianson Enterprises," "Christianson Service Company," "GGR Leasing Corporation," "Professional Leasing, Inc.," "W.G. Christianson Co." and "Christianson Air Conditioning, Inc.

All goodwill associated with the names and businesses of Christianson

Keith Riggs

All rights to and in the names of "Keith Riggs Plumbing, Inc." and "Southey Plumbing"

All goodwill associated with the names and businesses of Keith Riggs

Croson Florida

All rights to and in the name of "J.A. Croson of Florida"

All goodwill associated with the name and business of Croson Florida

Croson Ohio

All rights to and in the name of "J.A. Croson Company"

All goodwill associated with the name and business of Croson Ohio

Franklin Fire

All rights to and in the name of "Franklin Fire Sprinkler Company"

All goodwill associated with the name and business of Franklin Fire

Teepe's

All rights to and in the name of "Teepe's River City Mechanical, Inc."

All goodwill associated with the name and business of Teepe's

RCR

All rights to and in the names of "R.C.R. Plumbing, Inc." or "RCR Companies"

All goodwill associated with the names and business of RCR

Sherwood

All rights to and in the name of "Sherwood Mechanical, Inc."

All goodwill associated with the name and business of Sherwood

Miller

All rights to and in the name of "Miller Mechanical Contractors, Inc."

All goodwill associated with the name and business of Miller

Nelson

All rights to and in the name of "Nelson Mechanical Contractors, Inc."

All goodwill associated with the name and business of Nelson

Atlas

All rights to and in the name of "Atlas Plumbing & Mechanical"

All goodwill associated with the name and business of Atlas

Parks

All rights to and in the name of "Parks Mechanical Construction"

All goodwill associated with the name and business of Parks

Intangible Assets

The goodwill associated with AMPAM's operating subsidiaries over the history of such company in excess of the fair value of the tangible assets as evidenced by the amount paid by AMPAM to the former stockholders of such companies, i.e., book goodwill.

Purchasing Assets

Employment contract with Charles Moorhead

EXHIBIT C

None

HOU 513336 1

TRADEMARK
REEL: 002579 FRAME: 0296

EXHIBIT D

Liens securing Indebtedness of the Debtor, the Borrower and all other Subsidiaries of the Borrower on the date hereof which does not exceed \$500,000.00 in the aggregate

SCHEDULE E

None

HOU:513336.1

RECORDED: 09/09/2002

**TRADEMARK
REEL: 002579 FRAME: 0298**