

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment and Assignment of Patent Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Merrill Lynch Business Financial Services, Inc., as Resigning Administrative Agent		02/15/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3231877	SMART PLUNGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4782		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.577.8525		
<b>Email:</b>	terese.scholl@kattenlaw.com		
<b>Correspondent Name:</b>	KATTEN MUCHIN ROSENMAN5		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Terese Scholl		
<b>Signature:</b>	/Terese Scholl/		
<b>Date:</b>	03/12/2008		

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**Total Attachments: 5**

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AMENDMENT AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Amendment and Assignment of Trademark Security Agreement dated as of February 15, 2008 (this "Amendment"), is made by and among Merrill Lynch Business Financial Services Inc., as Resigning Administrative Agent (in such capacity, "Resigning Agent"), General Electric Capital Corporation, as the successor Administrative Agent (in such capacity, "Successor Agent"), and Production Control Services, Inc., a Delaware corporation ("Borrower").

RECITALS

WHEREAS, Borrower executed that certain Trademark Security Agreement dated as of January 5, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement") in favor of Merrill Lynch Business Financial Services Inc., as Administrative Agent under the Credit Agreement (as defined in the Trademark Agreement), which Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 11, 2007 at Reel 003459, Frame 0097;

WHEREAS, pursuant to the Trademark Agreement, Borrower granted to Merrill Lynch Business Financial Services Inc., as Administrative Agent under the Credit Agreement, a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Agreement), including those registered trademarks and trademark applications referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Restated Credit Agreement") by and among Borrower, Resigning Agent, Successor Agent and the lenders party thereto, Resigning Agent has, among other things, assigned to Successor Agent (such assignment, the "Agency Transfer") all of its rights, remedies, duties, interests and obligations as Administrative Agent under the Restated Credit Agreement and the other Financing Documents (as defined in the Restated Credit Agreement, including, without limitation, the Trademark Agreement), including, without limitation, in respect of its capacities as a secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which the Resigning Agent was granted liens on and security interests in any real or personal property of Borrower;

WHEREAS, Successor Agent has agreed to accept such assignment from Resigning Agent; and

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Agreement in certain respects to reflect the Agency Transfer and (ii) evidencing in any filing office where the Trademark Agreement was filed the Agency Transfer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Resigning Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that General Electric Capital Corporation, as the successor Administrative Agent under the Restated Credit Agreement, shall replace Resigning Agent as "Grantee" under the Trademark Agreement. All references to "Grantee" in the Trademark Agreement shall hereinafter refer to General Electric Capital Corporation, as Administrative Agent under the Restated Credit Agreement.

3. Assignment. In connection with the Agency Transfer, Resigning Agent does hereby assign and transfer all of its interests in, to and under the Trademark Agreement, and all obligations of Resigning Agent thereunder, to Successor Agent. Successor Agent hereby accepts such assignment and assumes all obligations of Resigning Agent under the Trademark Agreement. The execution and delivery of this Amendment shall not in any way affect or modify the liability of Borrower under the Trademark Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations of Borrower under the Trademark Agreement shall be and remain enforceable by Successor Agent, or by its successors and assigns, against Borrower.

4. Severability. In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

5. Section Titles. Section and subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission or email (in .pdf format) transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.,  
as Resigning Agent

By: Heidi Rinehart  
Name: Heidi Rinehart  
Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Successor Agent

By: Heidi Rinehart  
Name: Heidi Rinehart  
Title: Vice President

PRODUCTION CONTROL SERVICES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.,  
as Resigning Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Successor Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PRODUCTION CONTROL SERVICES, INC.,  
a Delaware corporation

By: Robert Wilczek  
Name: Robert Wilczek  
Title: CFO

ATTACHMENT 1

U.S. TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

1. Mark: SMART PLUNGER, U.S. Trademark Serial No. 78/802,576, filed, 1/30/2006, Registration No. 3231877, issued on 4/17/2007.