

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Production Control Services, Inc.		02/15/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 WEST MONROE STREET
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3296996	PCS 1000 CONTROLLER
Registration Number:	3296995	PCS 2000 CONTROLLER
Registration Number:	3296992	PCS 3000 CONTROLLER
Registration Number:	3296991	WELL TENDER
Registration Number:	3296990	WELL TENDER II
Registration Number:	3297136	PCS
Registration Number:	3291737	TUMBLELOCK
Registration Number:	3296994	PCS PLUNGER LIFT EQUIPMENT MFR.
Registration Number:	3296988	PCS
Registration Number:	3296987	PCS PRODUCTION CONTROL SERVICES

CORRESPONDENCE DATA

Fax Number: (312)577-4782
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.577.8525

CH \$265.00 3296996

Email: terese.scholl@kattenlaw.com
Correspondent Name: KATTEN MUCHIN ROSENMAN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Terese Scholl
Signature:	/Terese Scholl/
Date:	03/12/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of February, 2008 by **PRODUCTION CONTROL SERVICES, INC.**, a Delaware corporation ("Grantor") in favor of General Electric Capital Corporation, in its capacity as Administrative Agent (in such capacity, the "Grantee") under the Credit Agreement (defined below):

W I T N E S S E T H

WHEREAS, Grantor, Grantee, Merrill Lynch Business Financial Services Inc., as Resigning Administrative Agent and the "Lenders" described therein are parties to that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of January 5, 2007 between Grantor and Grantee, as successor-in-interest to Resigning Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement (or if not defined in the Security Agreement, then the meanings ascribed to such terms in the Credit Agreement).

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. Upon the satisfaction of all of the following: (a) termination of the Revolving Loan Commitment and payment in full of all Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted), (b) the expiration, termination or cash collateralization (to the satisfaction of Grantee) of all Letters of Credit and (c) to the extent required by Grantee in its sole discretion, the expiration, termination or cash collateralization (to the satisfaction of Grantee) of all Swap Contracts secured, in whole or in part, by any Collateral, and upon the written request of the Grantor, the Grantee shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PRODUCTION CONTROL SERVICES,
INC.,** a Delaware corporation, as Grantor

By: Robert Wilczek
Name: Robert Wilczek
Title: CEO

*Agreed and Accepted
As of the Date First Written Above:*

**GENERAL ELECTRIC CAPITAL
CORPORATION,** as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PRODUCTION CONTROL SERVICES,
INC.**, a Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

*Agreed and Accepted
As of the Date First Written Above:*

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Administrative Agent

By: *Michael*
Name: *Michael*
Title: *Vice President*

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Serial Number	Registration Number
PCS 1000 CONTROLLER	77091604	3296996
PCS 2000 CONTROLLER	77091602	3296995
PCS 3000 CONTROLLER	77091594	3296992
WELL TENDER	77091592	3296991
WELL TENDER II	77091590	3296990
PCS	77120207	3297136
PCS 4000 CONTROLLER	77120217	3291737
PCS PLUNGER LIFT EQUIPMENT MFR.	77091599	3296994
PCS	77091587	3296988
PCS PRODUCTION CONTROL SERVICES	77091583	3296987

U.S. TRADEMARK APPLICATIONS

Mark	Serial Number
PCS PLUNGER LIFT EQUIPMENT MFR	77120891
PCS AUTO 5000 T CONTROLLER	77120245
PCS HIGH LOW CONTROLLER	77120230
PCS 6000 CONTROLLER	77120237