

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
Performance Contracting Group, Inc.		08/29/2008	CORPORATION: DELAWARE
Performance Contracting, Inc.		08/29/2008	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3131298	WORLD-CLASS CONSTRUCTION
Registration Number:	2021956	
Registration Number:	3031127	SURE-FLOW
Registration Number:	3442436	PCISHRINKWRAP
Registration Number:	1781425	PROKIT
Registration Number:	1299504	NUKON
Registration Number:	1969401	
Registration Number:	1810775	PROMATEC

CORRESPONDENCE DATA

Fax Number: (415)442-1001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: coakley@morganlewis.com
 Correspondent Name: Carla B. Oakley

CH \$215.00 3131298

Address Line 1: One Market, Spear Street Tower
Address Line 2: Morgan, Lewis & Bockius, LLP
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	0100356-0002
NAME OF SUBMITTER:	Carla B. Oakley
Signature:	/cbo/
Date:	10/17/2008

Total Attachments: 13

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 29, 2008, is by and between PERFORMANCE CONTRACTING GROUP, INC., a Delaware corporation ("PCG"), PERFORMANCE CONTRACTING, INC., a Kansas corporation ("PCI"), MASTHEAD INTERNATIONAL, INC. ("Masthead," together with PCG and PCI, the "Debtors"), and BANK OF AMERICA, N.A., as agent for the benefit of the Lenders (the "Agent") pursuant to the Credit Agreement, dated the date of this Agreement (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), among the Agent, various financial institutions (the "Lenders"), and Debtor. All capitalized terms used in this Agreement but not otherwise defined in this Agreement shall have the meanings set forth in the Credit Agreement.

WITNESSETH:

WHEREAS, the Debtors have adopted, used and are using, and are the owners of the entire right, title, and interest in and to (a) the trademarks and trade names, (b) the patents and patent applications, and (c) the domain names and registrations, described in the attached Exhibit A and made a part hereof; and

WHEREAS, Agent, the Lenders, and the Debtors have entered or are about to enter into financing arrangements pursuant to which the Lenders will make loans and advances and provide other financial accommodations to the Debtors as set forth in the Credit Agreement and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Credit Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to as the "Loan Documents"); and

WHEREAS, in order to induce the Lenders to enter into the Credit Agreement and the other Loan Documents to which they are parties and to induce the Lenders to make loans and advances and provide other financial accommodations to Debtors pursuant thereto, Debtors have agreed to grant to Agent, for the benefit of the Lenders, certain collateral security as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors hereby agree as follows:

1. GRANT OF SECURITY INTEREST; COLLATERAL ASSIGNMENT

As collateral security for the prompt performance, observance and indefeasible payment in full in cash of all of the Obligations, each Debtor hereby grants to the Agent, for the benefit of

the Lenders, a continuing security interest in and a general lien upon, and collaterally assigned to the Agent for the benefit of the Lenders, the following (collectively, the “Collateral”):

(a) all of Debtor’s now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks and logos (including without limitation goodwill), other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those trademarks that have been registered and/or applied for that are listed on the attached Exhibit A, and all research and development relating to the foregoing; (ii) all renewals of; and (iii) all designs and general intangibles of a like nature (collectively, the “Trademarks”);

(b) all of Debtor’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those that have been registered and/or applied for that are listed on the attached Exhibit A, and all rights in research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (collectively, the “Patents”);

(c) all of Debtor’s now existing or hereafter acquired right, title, and interest in and to: (i) domain names and registrations (including without limitation goodwill), including, without limitation, those listed on the attached Exhibit A, and (ii) all renewals of any of the foregoing (collectively, the “Domain Names”);

(d) all income, fees, royalties and other payments at any time due or payable to Debtor with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(e) all of Debtor’s now existing or hereafter acquired rights to sue for past, present and future infringements thereof;

(f) all of Debtor’s now existing or hereafter acquired rights corresponding thereto throughout the world; and

(g) any and all other proceeds of any of the foregoing to which Debtor is entitled, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of any of the Collateral.

2. OBLIGATIONS SECURED

The security interest, lien, collateral assignment, and other interests granted to Agent, for the benefit of the Lenders, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations.

3. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Agent, upon the occurrence of an Event of Default.

4. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent, whether provided under this Agreement, the Credit Agreement, the other Loan Documents, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, any Debtor, except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that no Debtor nor any affiliate or subsidiary of any Debtor make any use of the Collateral for any purpose whatsoever. Agent may make use of any Collateral for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Agent by any Debtor or any subsidiary or affiliate of any Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate subject to any agreement to which any Debtor is a party. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to any Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms of this Agreement, Agent may at any time execute and deliver on behalf of the Debtors, pursuant to the authority granted in Section 3(e) of this Agreement, one or more instruments of assignment of the Collateral (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or

registration. Debtors agree to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes (other than Excluded Taxes), fees, and attorneys' fees and legal expenses. Debtors agree that Agent has no obligation to preserve rights to the Collateral against any other parties.

(e) Agent shall apply the proceeds from any license, assignment, sale or other disposition of the Collateral in accordance with the Credit Agreement. Debtors shall remain liable to Agent for any of the Obligations remaining unpaid after the application of such proceeds, and Debtors shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Committed Loans set forth in the Credit Agreement.

(f) Debtors shall supply to Agent, upon request, Debtors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Collateral and Debtors' customer lists and other records relating to the Collateral and the distribution thereof.

(g) Nothing contained in this Agreement shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. ASSIGNMENT OF COLLATERAL

Effective upon the occurrence of an Event of Default, Debtors hereby assign, transfer and convey to Agent, for the benefit of the Lenders, all Collateral owned or used by Debtors to the extent necessary to enable the Agent to realize on the Collateral and any successor or assign to enjoy the benefits of the Collateral. For greater clarity, the assignment, transfer and conveyance shall not become effective until such time as an Event of Default occurs and is not waived by the Agent within ten days thereafter; provided, however, after such assignment occurs, if at any time an Event of Default does not exist, all rights shall revert back to the Debtors and the Agent shall take all reasonable actions to accomplish such reversion of rights.

Notwithstanding any other provision of this Agreement, the assignment, transfer and conveyance shall not be effective as to any U.S. intent-to-use application to register a trademark until the amendment to allege use or statement of use has been accepted. This right and assignment shall inure to the benefit of Agent and its successor, permitted assigns and transferees (pursuant to the Credit Agreement), whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to Debtors or any other Person by Agent.

6. INCORPORATION OF CREDIT AGREEMENT AND LOAN DOCUMENTS


The Credit Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated in this Agreement in their entirety by this reference.

[signatures appear on the following page]


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

DEBTORS:

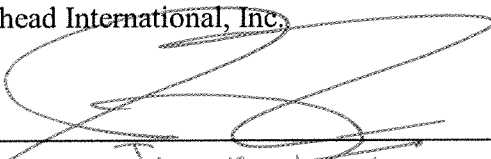
Performance Contracting Group, Inc.

By: 
Name: Craig D. Davis
Title: President + CEO

Performance Contracting, Inc.

By: 
Name: Craig D. Davis
Title: President

Masthead International, Inc.

By: 
Name: Jon Mitchell
Title: Sr. VP President

AGENT:

Bank of America, N.A.

By: _____
Name: _____
Title: _____

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

DEBTORS:

Performance Contracting Group, Inc.

By: _____
Name: _____
Title: _____

Performance Contracting, Inc.


By: _____
Name: _____
Title: _____

Masthead International, Inc.

By: _____
Name: _____
Title: _____

AGENT:

Bank of America, N.A.

By: 
Name: George Linhart
Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

EXHIBIT A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

See attached

PCG ACTIVE DOMAIN NAMES

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Host Company</u>
Network Solutions Domain Names		
promatec.com	2009 July 30	Network Solutions
sprayshields.com	2010 January 26	Network Solutions
pcg.com	2010 March 26	Network Solutions
eftec.net	2010 April 30	Network Solutions
eftec.org	2010 April 30	Network Solutions
masthead.net	2010 April 30	Network Solutions
masthead.org	2010 April 30	Network Solutions
mastheadintl.com	2010 April 30	Network Solutions
mastheadintl.net	2010 April 30	Network Solutions
mastheadintl.org	2010 April 30	Network Solutions
northbros.net	2010 April 30	Network Solutions
promatec.net	2010 April 30	Network Solutions
promatec.org	2010 April 30	Network Solutions
mahle-usa.com	2010 June 14	Network Solutions
performancecontractinggroup.com	2010 July 27	Network Solutions
performancecontractinggroup.net	2010 July 27	Network Solutions
performancecontractinggroup.org	2010 July 27	Network Solutions
p-f-s.net	2010 October 4	Network Solutions
p-f-s.org	2010 October 4	Network Solutions
precisionflooring.com	2010 October 4	Network Solutions
precisionflooring.net	2011 February 14	Network Solutions
performancenet.com	2011 February 21	Network Solutions
coldstoragegroup.com	2011 May 29	Network Solutions
precisionfoamfabricators.com	2011 Jun 11	Network Solutions
promatectechologies.com	2011 July 16	Network Solutions
precision-foam.com	2011 Sept 24	Network Solutions
GO Daddy Domain Names		
brandfire.com	2010 April 28	Godaddy.com
pciscaffoldconcepts.com	2012 June 13	Godaddy.com
Democon.com	2012 July 20	Godaddy.com
pcgportal.com	2012 Oct 11	Godaddy.com
pcgportal.net	2012 Oct 11	Godaddy.com
pcgportal.org	2012 Oct 11	Godaddy.com
tridentdistribution.com	2012 December 9	Godaddy.com
pcistore.com	2013 February 11	Godaddy.com
pasmoldsolutions.com	2014 March 14	Godaddy.com
insulatedpanelservices.com	2014 March 23	Godaddy.com
pcisafety solutions.com	2014 Aug 30	Godaddy.com
pcishrinkwrap.com	2014 December 2	Godaddy.com
pcispecialtymetalfabricators.com	2017 February 26	Godaddy.com
pcimetals.com	2017 May 4	Godaddy.com
pcgcareers.net	2017 June 26	Godaddy.com
pcgdemocon.com	2017 Sep 13	Godaddy.com
pcidemocon.com	2017 Sep 13	Godaddy.com
pcicontractors.com	2009 May 2	Godaddy.com
pglgolf.com	2013 April 7	Godaddy.com

TRADEMARK

REEL: 003872 FRAME: 0459

PCG Active Trademarks

<i>Registration Date</i>	<i>Registration No</i>	<i>Registrant</i>	<i>Mark</i>	<i>Country</i>
9 /15/1994	T95/02220F	PCG	PROFORMANCE	Singapore
9 /15/1994	T95/02225G	PCG	BARRIER CUBE LOGO	Singapore
8 /15/2006	3,131,298	PCG	WORLD-CLASS CONST	United States
12/10/1996	2,021,956	PCG	BARRIER CUBE	United States
12/20/2005	3,031,127	PCG	SURE-FLOW	United States
6 /3 /2008	3,442,436	PCG	PCISHRINKWRAP	United States
1 /25/2008	1256054	PCI	PROMATEC	UK
7 /13/1993	1,781,425	Promatec Technologies,	PROKIT	United States
9 /22/1995	160,028	PCG	BARRIER CUBE LOGO	Austria
3 /13/1995	574483	PCG	BARRIER CUBE LOGO	Benelux
11/5 /1994	404634	PCI	NUKON	Benelux
5 /23/2005	3607 1995	PCG	BARRIER CUBE LOGO	Denmark
12/20/1995	141767	PCG	BARRIER CUBE LOGO	Finland
3 /15/1995	95562,916	PCG	BARRIER CUBE LOGO	France
12/19/1995	395 11 281	PCG	BARRIER CUBE LOGO	Germany
7 /1 /1996	201586	PCG	BARRIER CUBE LOGO	Ireland
9 /1 /2004	935808	PCG	BARRIER CUBE LOGO	Italy
9 /16/1996	346913	PCG	BARRIER CUBE LOGO	Korea
5 /22/1997	36247	PCG	BARRIER CUBE LOGO	Korea
2 /10/1997	355882	PCG	BARRIER CUBE LOGO	Korea
1 /21/1997	34469	PCG	BARRIER CUBE LOGO	Korea
6 /17/1996	143077	PCG	BARRIER CUBE LOGO	Russia
3 /8 /1996	309.834	PCG	BARRIER CUBE LOGO	Sweden
12/3 /1996	432,032	PCG	BARRIER CUBE LOGO	Switzerland
4 /16/1996	00714368	PCG	BARRIER CUBE LOGO	Taiwan
8 /16/1996	00084277	PCG	BARRIER CUBE LOGO	Taiwan
8 /16/1996	00084422	PCG	BARRIER CUBE LOGO	Taiwan
10/9 /1994	1,299,504	PCG	NUKON	United States

<i>Registration Date</i>	<i>Registration No</i>	<i>Registrant</i>	<i>Mark</i>	<i>Country</i>
4 /23/1996	1,969,401	PCG	BARRIER CUBE	United States
12/10/1996	2,021,956	PCG	BARRIER CUBE	United States
12/14/1993	1,810,775	PCI	PROMATEC	United States

PCG Issued Patents

<i>Patent Date</i>	<i>Patent No</i>	<i>Patent Name</i>	<i>Company</i>	<i>Jurisdiction</i>
5 /15/1990	4,925,622	Treadable Insulation System With Lagging Support	PCG	United States
3 /25/2003	2,282,306	Suction System With End Supported Internal Core	PCG	Canada
12/9 /1997	5,696,801	Suction Strainer With A Internal Core Tube	PCG	United States
8 /1 /1995	5,437,312	Reinforced Insulation Blanket	PCG	United States
9 /28/1999	5,958,234	Suction Strainer With An Internal Core Tube	PCG	United States
10/2 /2002	0970477	Suction System with End Supported Internal Core	PCG	France
8 /10/1999	5,935,439	Suction System With End Supported Internal Core	PCG	United States
6 /17/2003	6,578,484	Printing Plate Lock-Up Assemblies Having Jaw Ass	Masthead	United States
12/10/2002	6,491,818	Suction Strainer With an Internal Core Tube	PCG	United States
12/1 /1998	5,843,314	Suction Strainer With An Internal Core Tube	PCG	United States

Performance Contracting Group, Inc.
Pending Patent Applications

<i>App Date</i>	<i>Serial No</i>	<i>Patent Name</i>	<i>Jurisdiction</i>	<i>Company</i>
	11/751,297	Hydrofoil Shaped Suction Strainer w/ Internal Core Tube	United States	PCG