

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
Plant Holdings, Inc.		01/27/2006	CORPORATION: DELAWARE
Plant Equipment, Inc.		01/27/2006	CORPORATION: CALIFORNIA
CML Merger Sub, Inc.		01/27/2006	CORPORATION: DELAWARE
CML Emergency Services, Inc.		01/27/2006	CORPORATION: DELAWARE
CML Acquisition Holdings, Inc.		01/27/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	2450 Colorado Avenue, Ste 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2045189	PLANT EQUIPMENT, INC.	
Registration Number:	2071022	VESTA	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-891-5011		
Email:	jhawke@buchalter.com		
Correspondent Name:	Jody Hawke		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	F63884-1206		

CH \$65.00 2045189

NAME OF SUBMITTER:	Jody Hawke
Signature:	/Jody Hawke/
Date:	03/23/2006
Total Attachments: 5 source=plant-wff#page1.tif source=plant-wff#page2.tif source=plant-wff#page3.tif source=plant-wff#page4.tif source=plant-wff#page5.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of January, 2006, between the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, "Grantor") and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 27, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Plant Holdings, Inc., a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement dated as of January 27, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

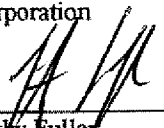
6. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement constitutes an amendment and restatement of that certain Trademark Security Agreement, dated as of May 17, 2005 (the "Original Trademark Security Agreement"). The execution and delivery of this Trademark Security Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Obligations or any other obligations owing to Agent or the Lenders under the Original Credit Agreement or any other existing Original Loan Document. Each of the parties hereto hereby acknowledges and agrees that the grant of the security interests in the Trademark Collateral pursuant to this Trademark Security Agreement and in any other Loan Document (unless explicitly agreed to by Agent in writing) is not intended to, nor shall it be construed, as constituting a release of any prior security interests granted by any Grantor in favor of Agent for the benefit of itself, the Lenders, and the Bank Product Providers in or to any Trademark Collateral or any other property of such Grantor, but is intended to constitute a restatement and reconfirmation of the prior security interests granted by the Grantors (as applicable) in favor of Agent for the benefit of itself, the Lenders, and the Bank Product Providers in and to the Trademark Collateral and a grant of a new security interest in any Trademark Collateral that was not included in the prior security grants by the Grantors and in favor of Agent for the benefit of itself, the Lenders, and the Bank Product Providers to the extent such grant was not included in the prior security grants.

[signature page follows]

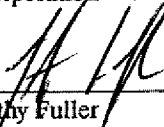
IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

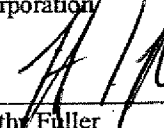
PLANT HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Timothy Fuller
Title: President and Chief Executive Officer

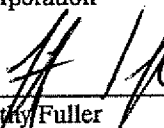
PLANT EQUIPMENT INC.
a California corporation

By: 
Name: Timothy Fuller
Title: President and Chief Executive Officer

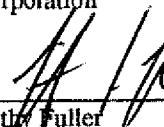
CML MERGER SUB, INC.,
a Delaware corporation

By: 
Name: Timothy Fuller
Title: President and Chief Executive Officer

CML EMERGENCY SERVICES, INC.,
a Delaware corporation

By: 
Name: Timothy Fuller
Title: President and Chief Executive Officer

CML ACQUISITION HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Timothy Fuller
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation,
as Agent

By: *C. MacDonald*
Name: Cheri MacDonald
Title: Vice President

TRADEMARKS

Plant Equipment Inc. Registered on the Supplemental Register on March 11, 1997 (Registration no. 2045189) for "telephone systems comprising telephones, telephone system controllers, and software for dispatch of police, fire and emergency medical personnel." Declaration of Use filed January 10, 2003.

Vesta: Registered on the Principal Register on June 17, 1997 (Registration no. 2071022) for "telephone systems comprising telephones, telephone system controllers, and software for dispatch of police, fire and emergency medical personnel." Declaration of Use and Incontestability filed January 10, 2003.

Unregistered Marks

All product names excluding VESTA identified below owned by CML Emergency Services, Inc.

1. MAARS-View
2. MAARS-View DOS
3. MagIC
4. Orion
5. CERES
6. MAARS
7. Comcentrex
8. Call Details
9. PEABody
7. Pallas
8. 1A2
9. Comminuicator