

03/13/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-21-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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FOR OFFICE USE ONLY

01 FC:481 (40.00 CH)
02 FC:482 (25.00 CH)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002056 FRAME: 0646

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/477,538"/>	<input type="text" value="75/477,527"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Terri J. Frank

3/13/00

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT

(TRADEMARK)

THIS SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT (TRADEMARK) ("Security Agreement (Trademark)", dated as of 17 December, 1999, is made by Magic Earth, L.L.C., a Delaware limited liability company ("Grantor"), in favor of Texaco Development Corporation, a Delaware corporation, ("TDC"), under the Master Agreement (together with all amendments and other modifications, if any, "Master Agreement"), of the same date, between the Grantor and TDC.

WITNESSETH:

WHEREAS, pursuant to the Master Agreement, the Grantor has executed and delivered a Security Agreement and Conditional Assignment, dated as of the date hereof (together with all amendments and other modifications, if any, "Security Agreement"), and is required to execute and deliver this Security Agreement (Trademark); and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Security Agreement (Trademark):

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce TDC to enter into the Master Agreement, the Grantor agrees, for the benefit of TDC, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement (Trademark), including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Grantor hereby pledges, and grants a continuing security interest in, and a right of setoff against, and upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Collateral (including, without limitation, those items listed on Schedule A hereto), to TDC to secure performance and observance of the obligations under the Project Agreements.

SECTION 3. Purpose. This Security Agreement (Trademark) has been executed and delivered by the Grantor for the purpose of registering this Security Agreement (Trademark) and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to TDC under the Security Agreement. The Security Agreement (and all rights and remedies of TDC thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Termination. This Security Agreement (Trademark) shall terminate in its entirety upon termination of the Security Agreement.

SECTION 5. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of TDC with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Filing This Security Interest. The party that files this Security Agreement (Trademark) with the Patent and Trademark Office shall (i) complete accurately, and include as part of such filing, the Recordation Form Cover Sheet for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

SECTION 7. Counterparts. This Security Agreement (Trademark) may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MAGIC EARTH, L.L.C.

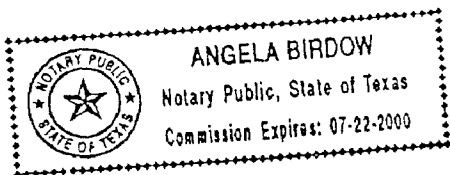
By: Michael Zeitlin
Name: MICHAEL Zeitlin
Title: President

TEXACO DEVELOPMENT CORPORATION

By: Robert A. Soubel
Name: ROBERT A. SOUBEL
Title: VICE PRESIDENT

STATE OF TEXAS)
)ss
COUNTY OF HARRIS)

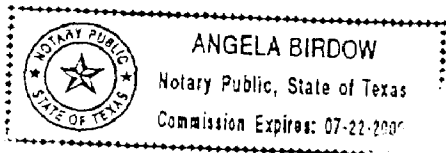
On the 17th day of DECEMBER, 19 99, before me personally came Michael J Zeitlin who is personally known to be to be the President of the Company, a Delaware corporation; who, being duly sworn, did depose and say that he is the President of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Angela Birdow
Notary Public

STATE OF TEXAS)
)ss
COUNTY OF HARRIS)

On the 17th day of DECEMBER, 19 99, before me personally came Robert A. Solberg who is personally known to be to be the Vice President of the Company, a Delaware corporation; who, being duly sworn, did depose and say that he is the Vice President of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Angela Birdow
Notary Public

SCHEDULE A - TRADEMARK

U.S. Trademark Application Serial No. 75/477,538, filed June 15, 1999, for "GeoProbe"

U.S. Trademark Application Serial No. 75/477,527, filed June 15, 1999, for "GeoProbe 3D"

HJD:pg
CONDITIONAL_TRADEMARK.DOC
12-09-99



Terri J Frank
Attorney

Texaco

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March 14, 2000

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Security Agreement and
Conditional Assignment

Dear Sir:

Enclosed are the following:

1. Recordation Form Cover Sheet
2. Security Agreement and Conditional Assignment (Trademark)
3. Transmittal Letter and Postcard

Please debit the filing fee of \$65.00 (and any additional fees as necessary) from Deposit Account No. 50-0544.

Respectfully submitted,

Terri J. Frank
Attorney for Texaco Inc.