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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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I.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Griffith Energy, Inc. and Avrimac Corp.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State New York, Other

Additional name(s) of conveying party(ies) attached? Yes No

- Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: October 24, 2003

2. Name and address of receiving party(ies) Name: Merrill Lynch Capital, as Agent Internal Address: 16th Floor

Street Address: 222 North LaSalle Street City: Chicago State: IL Zip: 60601

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Schedule A Attached

B. Trademark Registration No.(s) 2,552,581; 2,139,669; 1,474,598; 1,474,502; and 1,472,796

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Elizabeth J. Burns

Internal Address: Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth J. Burns Name of Person Signing

Signature

November 7, 2003 Date

Total number of pages including cover sheet, attachments, and document: 5

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002861 FRAME: 0456

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
"GO Griffith Energy" – Design plus words, letters and/or numbers.	2,552,581	March 26, 2002
"Griffith Gold" – Typed drawing.	2,139,669	February 24, 1998
"Burnwell" – Typed drawing. Service Mark.	1,474,598	January 26, 1988
"Burnwell" – Typed drawing. Service Mark.	1,474,502	January 26, 1988
"Burnwell" – Typed drawing. Service Mark.	1,472,796	January 19, 1988

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Not Applicable		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of October 2003 by GRIFFITH ENERGY, INC., a New York corporation ("Parent") and AVRIMAC CORP., a New York corporation ("Avrimac", and together with Parent, "Grantors" and each a "Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended 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 a certain Security Agreement of even date herewith among Grantors, the other grantors party thereto, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such 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 each 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, each 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.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each 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 each 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 owned by each Grantor as listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

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

GRIFFITH ENERGY, INC.

By: John A. Hamilton
Its: CEO

AVRIMAC CORP.

By: John A. Hamilton
Its: CEO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: KHSDL
Its: Vice President

{Signature Page To Trademark Security Agreement}

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