

12-01-2004

12/1/04



To the Director of the U. S. Patent a

102816467

Documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Numanco, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Oklahoma

Execution Date(s) November 22, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Merrill Lynch Capital, as Agent

Internal

Address: \_\_\_\_\_

Street Address: 222 N. LaSalle St., 16th Fl

City: Chicago

State: Illinois

Country: USA Zip: 60601

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship DE

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1377610

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kristin Brozovic

Internal Address: \_\_\_\_\_

Street Address: c/o Latham & Watkins LLP  
233 S. Wacker Dr., Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9767

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

*Kristin Brozovic*  
Signature

11/30/04

Date

Kristin Brozovic

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/02/2004 MBETACHE 00000046 1377610

40.00 OP

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120.00 OP

12/02/2004 MBETACHE 00000046 1377610

01 FC:0523

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of November 22, 2004 by NUMANCO, L.L.C., an Oklahoma limited liability company ("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 First Amended and Restated 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 the parties named therein as Borrowers by the parties named therein as Lenders;

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement of even date herewith between Grantor, Grantee and the other parties signatory thereto (as the same may be amended 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.

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 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 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.

*[Signature page follows.]*

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

NUMANCO, L.L.C.

By: Wesley T. Wessell  
Its: President

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: \_\_\_\_\_  
Its: \_\_\_\_\_

Signature Page to Trademark Security Agreement

NO. 9037 P. 23

BARTLETT NUCLEAR INC

NOV. 19. 2004 5:41PM

TRADEMARK

REEL: 002983 FRAME: 0961

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

NUMANCO, L.L.C.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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: S Isaac  
Its: Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Numanco	1377610	

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		

Sch.A-1

CH728516.3

RECORDED: 12/01/2004

TRADEMARK  
REEL: 002983 FRAME: 0963