

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	04/21/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alchem Field Services, Inc.		04/21/2006	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Waste Management, Inc.
Street Address:	1001 Fannin, Suite 4000
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76532525	ALCHEM

CORRESPONDENCE DATA

Fax Number: (713)221-2111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-221-1352
 Email: ben.tobor@bracewellgiuliani.com
 Correspondent Name: Ben D.Tobor
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ATTORNEY DOCKET NUMBER:	87741.114 WM
NAME OF SUBMITTER:	Ben D. Tobor
Signature:	/bendtobor/

OP \$40.00 76532525

Date:

05/10/2006

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

(Annex II to Security Agreement)

WHEREAS, Alchem Field Services, Inc., an Oklahoma corporation (herein referred to as the "Debtor"), having an address at 5909 Northwest Expressway, Suite 530, Oklahoma City, Oklahoma 73132, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Debtor has entered into a \$1,000,000 Credit Agreement and related Note dated as of April 21, 2006 (collectively, as amended or otherwise modified from time to time, the "Note"), payable to the order of Waste Management, Inc. (the "Secured Party").

WHEREAS, in connection with the Note, the Debtor, has entered into a Security Agreement (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Party, pursuant to which the Debtor has granted to the Secured Party, a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all trademark licenses and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is 1001 Fannin Street, Suite 4000, Houston, Texas 77002.

SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
Alchem	July 28, 2003	76/532,525

Common Law Trademarks:

Fuelformer
Renewable Diesel
Micro-GTL
GTU