

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
Mogas Industries, Inc.		09/30/2006	COMPANY:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A. as Secured Party		
Street Address:	700 Louisiana		
Internal Address:	Commercial Banking, 7th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Banking Institution:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2145686	MOGAS	
Registration Number:	2033757	PORV	
Registration Number:	2891219	RSVP	
CORRESPONDENCE DATA			
Fax Number:	(904)358-1872		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	904 353 2000		
Email:	christopher.mellot@hklaw.com		
Correspondent Name:	Christopher Mellott		
Address Line 1:	50 North Laura Street		
Address Line 2:	suite 3900		
Address Line 4:	Jacksonville, FLORIDA 32202		
ATTORNEY DOCKET NUMBER:	022400.00497		
NAME OF SUBMITTER:	/carolyn felter/		

OP \$90.00 2145686

Signature:

/carolyn felter/

Date:

10/06/2006

Total Attachments: 11

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**SECURITY AGREEMENT
(Domestic Credit Facilities)**

This Security Agreement (Domestic Credit Facilities) (this "**Agreement**") dated as of September 30, 2006 is by and between Bank of America, N.A. ("**Secured Party**") and Mogas Industries, Inc. ("**Industries**" or "**Debtor**"). This Agreement amends and restates that certain Amended and Restated Security Agreement dated May 17, 2005 (the "**Former Security Agreement**") by and among Secured Party, Industries and Mogas International, Inc. ("**International**").

BACKGROUND

1. The Former Security Agreement secures the obligations of (a) Industries and International arising under that certain Amended and Restated Loan Agreement (Ex-Im Bank-Guaranteed Transaction Specific Revolving Line of Credit) by and among Industries, International and Secured Party and dated May 17, 2005 (the "**Former Ex-Im Agreement**"), and (b) Industries arising under that certain Amended and Restated Loan Agreement (Domestic Credit Facilities) by and among Industries and Secured Party and dated May 17, 2005 (the "**Former Domestic Agreement**").
2. Industries and International have requested that Secured Party, among other things, (a) renew and modify the lines of credit established by the Former Ex-Im Agreement by splitting the Former Ex-Im Agreement into two loan agreements (the "**New Ex-Im Agreements**"), (b) renew and modify the credit facilities established by the Former Domestic Agreement by entering into a Second Amended and Restated Loan Agreement (Domestic Credit Facilities) by and among Industries and Secured Party and dated of even date herewith (the "**New Domestic Agreement**") and (c) add MOGAS INDUSTRIES PTY, LTD. ("**Mogas Australia**"), as a party to the New Ex-Im Agreements. Secured Party has agreed to do so, upon the terms and conditions set forth in this Agreement and those set forth in the New Ex-Im Agreements and the New Domestic Agreement.
3. Accordingly, this Agreement amends and restates the Former Security Agreement to, among other things: (a) create a security agreement solely related to the issuance of domestic credit facilities from the Secured Party to Industries under the New Domestic Agreement, separate and distinct from the Security Agreement (Ex-Im Bank-Guaranteed Lines of Credit) between Industries, International, Mogas Australia and Secured Party dated of even date herewith and securing debtors' obligations under the New Ex-Im Agreements; and (b) modify Exhibit 3(m) hereto to add additional patents to the list of intellectual property collateral.

AGREEMENT

1. **THE SECURITY.** The undersigned Debtor hereby assigns and grants to Secured Party a security interest in all personal property of Debtor, including, but not limited to, the following described property now owned or hereafter acquired by Debtor (the "**Collateral**"):

(a) **ACCOUNTS:** All "accounts," including, but not limited to, any and all right to payment of a monetary obligation, whether or not earned by performance, for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of; for services rendered or to be rendered; for a policy of insurance issued or to be issued; for a secondary obligation incurred or to be incurred; for energy provided or to be provided; for the use or hire of a vessel under a charter or other contract; arising out of the use of a credit or charge card or information contained on or for use with the card; or amounts due to Debtor from a factor ("**Accounts**").

Security Agreement --
Domestic Credit Facilities

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(b) **INVENTORY:** All "inventory," including but not limited to, all goods which are leased by a person as lessor; are held by a person for sale or lease or to be furnished under a contract of service; are furnished by a person under a contract of service; or consist of raw materials, work in process or materials used or consumed in a business ("**Inventory**").

(c) **EQUIPMENT:** All "equipment," including, but not limited to, all goods other than Inventory, farm products, or consumer goods ("**Equipment**").

(d) **FIXTURES:** All "fixtures," including, but not limited to, all goods that have become so related to particular real property that an interest in them arises under real property law ("**Fixtures**").

(e) **GENERAL INTANGIBLES:** All "general intangibles," including, but not limited to, all personal property, such as things in action, choses in action, causes of action, payment intangibles; Software, intellectual property, inventions, designs, blueprints, plans, specifications, patents, patent applications, trade secrets, trademarks, trade names, service marks, copyrights, intellectual property registrations, customer lists, licenses, franchises, all rights under license agreements for use of the same and all goodwill associated with same; tax refund claims; any funds that may become due to Debtor in connection with the termination of any employee benefit plan or any rights thereto and any other amounts payable to Debtor from any employee benefit plan; rights and claims against carriers and shippers; rights to indemnification; business interruption insurance and proceeds thereof, property, casualty or any similar type of insurance and any proceeds thereof and proceeds of insurance covering the lives of key employees on which Debtor is the beneficiary; rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged equity interests or Investment Property; and any guarantee, claim, security interest or other security held by or granted to Debtor ("**General Intangibles**").

(f) **CHATTEL PAPER:** All "chattel paper," including, but not limited to, any electronic chattel paper as well as any writing or writings that evidence both a monetary obligation and security interest in or a lease of specific goods, a security interest in specific goods and software used in the goods, or a lease of specific goods ("**Chattel Paper**").

(g) **INSTRUMENTS:** All "instruments," including, but not limited to, bills of exchange, notes, and all negotiable and non-negotiable instruments and any other writing that evidences a right to the payment of a monetary obligation and is not itself a security agreement or lease and is of a type that is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment ("**Instruments**").

(h) **INVESTMENT PROPERTY:** All "securities," whether certificated or uncertificated, security entitlement, securities account, commodity contract or commodity account ("**Investment Property**").

(i) **DOCUMENTS:** All "documents," including, but not limited to, bills of lading, warehouse receipts and other documents of title or receipt of the type described in Article 7 of the Uniform Commercial Code ("**Documents**").

(j) **DEPOSIT ACCOUNTS:** All "deposit accounts," including, but not limited to, all demand, time, savings, passbook or similar account maintained with a bank ("**Deposit Accounts**").

(k) **GOODS:** All "goods," including, but not limited to, all things movable.

(l) SOFTWARE: All "software," including, but not limited to, all computer programs and any supporting information provided in connection with a transaction relating to the program ("Software").

(m) CERTAIN PROPERTY HELD BY SECURED PARTY: All money, cash, cash equivalents, securities and other investment property and other property of any kind of Debtor held directly or indirectly by Secured Party.

(n) SUPPORTING OBLIGATIONS: All "supporting obligations," including, but not limited to, all letter-of-credit rights or secondary obligations that support the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument or Investment Property ("Supporting Obligations").

(o) BOOKS AND RECORDS: All "records," including but not limited to all information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form; relating or pertaining to any of the Collateral ("Books and Records").

(p) PROCEEDS: Any and all "proceeds," including, but not limited to, insurance proceeds and whatever is received upon the use, lease, sale, exchange, collection, loss, destruction, any other utilization or any disposition of any of the foregoing property described in this Section 1, whether cash or non-cash, all rental or lease payments, and any other type or item of property (collectively, "Proceeds").

Together with any and all substitutions, additions, accessions, replacements, products and renewals of, to, or for such property and all insurance therefor; and all income, benefits and property recoverable on account of any of the foregoing described Collateral, all rights under warranties and insurance contracts covering the Collateral and all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing described Collateral.

Unless the context otherwise requires, all terms used in this definition of Collateral that are specifically defined in the Uniform Commercial Code (as such Code may be in effect from time to time in the State set forth in Section 7(d) hereof) shall have the meanings stated therein.

2. THE INDEBTEDNESS.

(a) The Collateral secures and will secure all Indebtedness of (i) Debtor to Secured Party arising under or with respect to the New Domestic Agreement, as such credit agreement is now in effect and as amended, renewed or restated in the future. For the purposes of this Agreement, "Indebtedness" means all loans and advances made by Secured Party to Debtor and all other obligations and liabilities of Debtor to Secured Party under or in respect of the New Domestic Agreement, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by Secured Party by assignment or otherwise.

3. DEBTOR'S COVENANTS. Debtor covenants and warrants that unless compliance is waived by Secured Party in writing:

(a) Debtor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) Debtor has notified Secured Party in writing of, and will notify Secured Party in writing prior to any change in, the location of (i) Debtor's place of business or Debtor's chief executive office if Debtor has more than one place of business, and (ii) any Collateral, including the Books and Records.

(c) Debtor will notify Secured Party in writing prior to any change in Debtor's name, identity, business structure, or state of organization.

(d) Unless otherwise agreed, Debtor has not granted and will not grant any security interest in any of the Collateral except to Secured Party, and will keep the Collateral free of all liens, claims, security interests, and encumbrances of any kind or nature except the security interest of Secured Party, in both cases, except as may otherwise be permitted in the Credit Agreements.

(e) Debtor will promptly notify Secured Party in writing of any event that affects the value of the Collateral, the ability of Debtor or Secured Party to dispose of the Collateral, or the rights and remedies of Secured Party in relation thereto, including, without limitation, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement, or procedure affecting the Collateral, whether governmental or otherwise.

(f) Debtor shall pay all costs necessary to preserve, defend, enforce, and collect the Collateral, including, but not limited to, taxes, assessments, insurance premiums, repairs, rent, storage costs, and expenses of sales, and any costs to perfect Secured Party's security interest. Without waiving Debtor's default for failure to make any such payment, Secured Party at its option may pay any such costs and expenses, discharge encumbrances on the Collateral, and pay for insurance of the Collateral, and such payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. Debtor agrees to reimburse Secured Party on demand for any costs so incurred.

(g) Until Secured Party exercises its rights to make collection, Debtor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, Debtor shall immediately deliver such document to Secured Party, together with any necessary endorsements.

(i) Debtor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of Secured Party; provided, however, that Debtor may sell inventory in the ordinary course of business.

(j) Debtor will maintain and keep in force insurance covering the Collateral against fire and extended coverages, to the extent that any Collateral is of a type that can be so insured. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to Secured Party, and include a loss payable endorsement in favor of Secured Party in a form acceptable to Secured Party.

(k) Debtor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless Debtor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by Secured Party of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to Secured Party and shall provide that Secured Party has no liability to such owner, holder of any lien, or any other person.

(l) Debtor shall not withdraw funds from any deposit account which is part of the Collateral without Secured Party's prior written consent. Debtor agrees that, upon maturity of any deposit account with a maturity date, such deposit account shall be renewed at Secured Party's then prevailing rate of

interest for successive ninety (90) day periods (or such other time period as may be agreed by Secured Party and Debtor).

(m) **Exhibit 3(m)** to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which Debtor has any right, title, or interest, throughout the world. Debtor will promptly notify Secured Party of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on the Exhibit. Debtor authorizes Secured Party, without notice to Debtor, to modify this Agreement by amending the Exhibit to include any such Collateral.

(n) Debtor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto. Debtor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works. Debtor will at its expense protect and defend all rights in the Collateral against any claims and demands of all persons other than Secured Party and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral. Debtor will not license or transfer any of the Collateral except with Secured Party's prior written consent.

4. **ADDITIONAL OPTIONAL REQUIREMENTS.** Debtor agrees that Secured Party may at its option at any time, whether or not Debtor is in default:

(a) Require Debtor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to Secured Party in kind, and to segregate and separately identify any inventory that is located in the United States and that has been purchased, manufactured, or otherwise acquired by Debtor for resale pursuant to Export Orders (as defined in the Borrower Agreement, which Borrower Agreement is defined in the Ex-Im Bank Credit Agreement).

(b) Require Debtor to direct all account debtors to forward all payments and proceeds of the Collateral to a Bank of America cash collateral account or a post office box ("lock box") under Secured Party's exclusive control.

(c) Require Debtor to deliver to Secured Party (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(d) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(e) Require Debtor to deliver to Secured Party any instruments or chattel paper that are part of the Collateral.

(f) Notify any account debtors, any buyers of the Collateral, or any other persons of Secured Party's interest in the Collateral.

(g) Demand and collect any payments on and proceeds of the Collateral. In connection therewith Debtor irrevocably grants Secured Party a power of attorney coupled with an interest and irrevocably authorizes Secured Party to endorse or sign Debtor's name on all checks, drafts, collections, receipts, and other documents, and to take possession of and open the mail addressed to Debtor and remove therefrom any payments and proceeds of the Collateral.

5. **DEFAULTS.** Any one or more of the following shall be a default hereunder:

(a) Any Indebtedness is not paid when due, or any default occurs under any agreement relating to the Indebtedness.

(b) Debtor breaches any term, provision, warranty, or representation under this Agreement, under the Credit Agreements or any other obligation of Debtor to Secured Party.

(c) Any custodian, receiver, or trustee is appointed to take possession, custody, or control of all or a substantial portion of the property of Debtor or of any guarantor or other party obligated under any Indebtedness.

(d) Debtor or any guarantor or other party obligated under any Indebtedness becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, makes a general assignment for the benefit of creditors, dies, or commences any case, proceeding or other action under any Bankruptcy or other law for the relief of, or relating to, debtors.

(e) Any case, proceeding or other action is commenced against Debtor or any guarantor or other party obligated under any Indebtedness under any Bankruptcy or other law for the relief of, or relating to, debtors.

(f) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not due.

(g) Any financial statement, certificate, schedule or other information now or hereafter furnished by Debtor or any guarantor to Secured Party proves false or incorrect in any material respect.

6. **SECURED PARTY'S REMEDIES AFTER DEFAULT.** In the event of any default, Secured Party may do any one or more of the following:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of Secured Party in any deposit account of Debtor maintained with Secured Party by applying such account to the Indebtedness.

(d) Require Debtor to obtain Secured Party's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require Debtor to assemble the Collateral, including the Books and Records, and make it available to Secured Party at a place designated by Secured Party.

(f) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of Debtor's equipment, if Secured Party deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(g) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to Debtor.

(h) Use or transfer any of Debtor's rights and interests in any Intellectual Property now owned or hereafter acquired by Debtor, if Secured Party deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. Debtor agrees that any such use or transfer shall be without any additional consideration to Debtor. As used in this paragraph, "Intellectual Property" includes, without limitation, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which Debtor has any right or interest, whether by ownership, license, contract, or otherwise.

(i) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. Debtor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(j) Take such measures as Secured Party may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and Debtor hereby irrevocably constitutes and appoints Secured Party as Debtor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(k) Without notice or demand to Debtor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by Secured Party or any of Secured Party's agents or affiliates to or for the credit of the account of Debtor or any guarantor or endorser of Debtor's Indebtedness.

7. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by Secured Party to enforce any provision shall not preclude Secured Party from enforcing any such provision thereafter.

(b) Debtor shall, at the request of Secured Party, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as Secured Party may reasonably deem necessary. To the extent permitted by applicable law, a carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement. Debtor hereby irrevocably constitutes and appoints Secured Party as Debtor's attorney-in-fact to prepare, sign (if necessary) and file any financing statement or other document that must be executed or filed to perfect or continue perfected, maintain the priority of, or provide notice of Secured Party's security interest in the Collateral and file any such financing statements and other documents by electronic means with or without a signature as authorized or required by applicable law or filing procedures.

(c) All notes, security agreements, subordination agreements, and other documents executed by Debtor or furnished to Secured Party in connection with this Agreement must be in form and substance satisfactory to Secured Party.

(d) This Agreement shall be governed by and construed according to the laws of the State of Texas, without regard to conflicts of laws principles. Debtor and Secured Party irrevocably (a) submit to the non-exclusive jurisdiction of any United States Federal or State court sitting in the State of Texas in any action or proceeding arising out of or relating to this Agreement and (b) waive to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) In the event of any action by Secured Party to enforce this Agreement or to protect the security interest of Secured Party in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, Debtor agrees to pay immediately the costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services.

(h) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between Secured Party and Debtor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(i) Secured Party's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by Secured Party of any of the Indebtedness or the Collateral, Secured Party thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but Secured Party shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties, and agreements of Debtor, if more than one, are joint and several and all shall be binding upon the personal representatives, heirs, successors, and assigns of Debtor.

(j) All notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by facsimile to the fax numbers listed on the signature page, or to such other addresses as Secured Party and Debtor may specify from time to time in writing. Notices sent by first class mail shall be deemed delivered on the earlier of actual receipt or on the fourth business day after deposit in the U.S. mail. Notices sent by facsimile shall be deemed delivered upon receipt as evidenced by the sender's facsimile confirmation.

(k) CONSENT TO JURISDICTION. TO INDUCE THE BANK TO ACCEPT THIS AGREEMENT, DEBTOR IRREVOCABLY AGREES THAT, SUBJECT TO THE SECURED PARTY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, THE COLLATERAL OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO WILL BE LITIGATED IN ANY STATE OR FEDERAL COURT HAVING SITUS IN THE SOUTHERN DISTRICT OF TEXAS. DEBTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THE SOUTHERN DISTRICT OF TEXAS, WAIVES PERSONAL SERVICE OF PROCESS, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO DEBTOR AT THE ADDRESS STATED ON THE SIGNATURE PAGE HEREOF AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT. IN ADDITION, DEBTOR HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY DEFENSE ASSERTING AN INCONVENIENT FORUM IN CONNECTION THEREWITH.

(l) JUDICIAL PROCEEDINGS; WAIVERS. DEBTOR AND SECURED PARTY ACKNOWLEDGE AND AGREE THAT (a) ANY SUIT, ACTION, OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY DEBTOR OR SECURED PARTY OR ANY SUCCESSOR OR ASSIGN OF DEBTOR OR SECURED PARTY, ON OR WITH RESPECT TO THIS AGREEMENT, THE NEW DOMESTIC AGREEMENT, THE COLLATERAL OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY, AND EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY; (b) EACH WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION, OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; AND (c) THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND BANK WOULD NOT EXTEND CREDIT IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS AGREEMENT.

(m) Notice of Final Agreement. THIS WRITTEN AGREEMENT AND THE LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signatures on next page]

This Agreement is executed as of September 30, 2006.

The "Debtor":

MOGAS INDUSTRIES, INC.

By: 

V. Louis Mogas
Chief Executive Officer

The "Secured Party":

BANK OF AMERICA, N.A.

By: 

Daniel J. Lintner
Senior Vice President

Debtor's Chief Executive Office:

Mogas Industries, Inc.
14330 E. Hardy Street
Houston, Texas 77039

Address for notices to Secured Party:

Bank of America, N.A.
Commercial Banking
700 Louisiana, 7th Floor
Houston, Texas 77002

EXHIBIT 3(m)

Intellectual Property

Patents

Patent Number	Country	Issue Date	Note
4,887,794	United States	12/18/1989	Solid tolerant "C" design Ball Valve
4,890,643	United States	01/02/1990	Bi-directional Sealing Valve
4,911,409	United States	03/27/1990	Ball Valve
6,835,449	United States	12/28/2004	Nano structured titania on Ball Valve
6,974,116	United States	12/13/2005	Rotary Ball Valve Assembly
7,093,819	United States	08/22/2006	Ball Valve with shear brushing and internal bracket
2002100618	Australia	-	Nano structured titania

Trademarks

Trademark	Registration or Application No.	Country
Mogas	2145686	United States
PORY	2033757	United States
RSVP	2891219	United States

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