

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
STOLLER ENTERPRISES, INC.		02/23/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	COMPASS BANK
Street Address:	15 South 20th Street
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35233
Entity Type:	Alabama banking corporation: ALABAMA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	73341162	ULTIMATE
Serial Number:	73413782	CARRIER
Serial Number:	75351275	KEYLATE
Serial Number:	75362495	MICROMATE
Serial Number:	75362496	REZIST
Serial Number:	75362497	MICROMATE NS
Serial Number:	75485941	ADJUST
Serial Number:	75486887	BIO-FORGE
Serial Number:	76292011	REV-UP
Serial Number:	76488180	STOLLER FORCE
Serial Number:	76488181	STOLLER FIX
Serial Number:	78062050	X-PRESS
Serial Number:	78062052	PLANT POTENTIAL
Serial Number:	78062061	X-TRA POWER

OP \$440.00 73341162

Serial Number:	78414480	
Serial Number:	78414498	S
Serial Number:	78414513	STOLLER

CORRESPONDENCE DATA

Fax Number: (713)892-4800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713-892-4872
Email: amayer@nathansommers.com
Correspondent Name: Anna P. Mayer
Address Line 1: 2800 Post Oak Blvd., 61st Floor
Address Line 2: Attn: Anna P. Mayer
Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	Anna P. Mayer
Signature:	/Anna P. Mayer/
Date:	03/02/2007

Total Attachments: 5
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 23rd day of February, 2007, between **STOLLER ENTERPRISES, INC.**, a Texas corporation having a place of business at 4001 West Sam Houston Parkway North, Suite #100, Houston, Texas 77043 ("Grantor") and **COMPASS BANK**, an Alabama banking corporation having a place of business at 15 South 20th Street, Birmingham, Alabama 35233, together with its successors and assigns ("Lender").

WHEREAS, Grantor owns the Patents, Trademarks, Patent applications and Trademark applications listed on **Schedule A** attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor, **STOLLER USA, INC.**, a Texas corporation, and Lender have entered into that certain Revolving Credit and Security Agreement dated as of February 23, 2007, as the same may hereafter be amended, restated, modified or supplemented from time to time (the "RCS Agreement");

WHEREAS, pursuant to the terms of the RCS Agreement, Grantor has granted to Lender a security interest in all of the Patents and Trademarks owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest, as collateral to secure the obligations enumerated in the RCS Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms and conditions of the RCS Agreement, Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "Patent Collateral"): all of Grantor's right, title and interest in and to the Patents and Patent Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all Proceeds and products of any and all of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Patents and the Patent Collateral made and granted herein are more fully set forth in the RCS Agreement, the terms and provisions of which are incorporated by reference herein. Except as otherwise specified herein, capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the RCS Agreement.
3. Subject to the terms and conditions of the RCS Agreement, Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "Trademark Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may

acquire any right, title, interest or license to, including all Proceeds and products of any and all of the foregoing.

- 4. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademarks and the Trademark Collateral made and granted herein are more fully set forth in the RCS Agreement, the terms and provisions of which are incorporated by reference herein. Except as otherwise specified herein, capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the RCS Agreement.

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first above written.

STOLLER ENTERPRISES, INC.

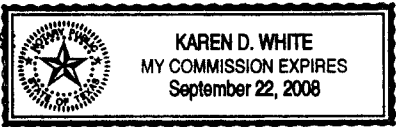
By: Jerry H. Stoller
Jerry H. Stoller
President

STATE OF TEXAS)
)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared Jerry H. Stoller, President of STOLLER ENTERPRISES, INC., a Texas corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 22nd day of February, 2007.

Karen D. White
Notary Public
My Commission Expires



Notorial Seal

SCHEDULE A

SCHEDULE OF PATENTS

	PAT. NO.		Title
1	<u>7,022,648</u>	T	<u>Plant seeds treated with N,N'-substituted ureas</u>
2	<u>6,710,085</u>	T	<u>Methods for enhancing plant growth using diacyl ureas</u>
3	<u>6,448,440</u>	T	<u>Methods for preparing and using diacyl ureas</u>
4	<u>6,086,923</u>	T	<u>Method for inhibiting plant disease</u>
5	<u>6,040,273</u>	T	<u>Diformylurea and reaction products of urea and carboxylic acids</u>
6	<u>5,997,600</u>	T	<u>Fertilizer compositions including chelated metal ions</u>
7	<u>5,614,653</u>	T	<u>Solubilization of boric acid</u>
8	<u>4,547,213</u>	T	<u>Rock phosphate/sulfur fertilizer composition</u>
9	<u>4,456,463</u>	T	<u>Ammonia stabilized high analysis liquid fertilizers</u>
10	<u>4,315,763</u>	T	<u>High analysis liquid fertilizers</u>
11	<u>6,245,717</u>		<u>STOLLER ENTERPRISES, INC.</u>

APPL#	PAT#		NAME
10677708	NONE	<u>US20050043177</u>	<u>STOLLER ENTERPRISES, INC.</u>
10920487	NONE	<u>US20050197253</u>	<u>STOLLER ENTERPRISES, INC.</u>

SCHEDULE OF TRADEMARKS

SER#	REG#	NAME	MARK
<u>73341162</u>	NONE	STOLLER ENTERPRISES, INC.	ULTIMATE
<u>73413782</u>	NONE	STOLLER ENTERPRISES, INC.	CARRIER
<u>75351275</u>	<u>2282230</u>	STOLLER ENTERPRISES, INC.	KEYLATE
<u>75362495</u>	<u>2227638</u>	STOLLER ENTERPRISES, INC.	MICROMATE
<u>75362496</u>	NONE	STOLLER ENTERPRISES, INC.	REZIST
<u>75362497</u>	<u>2241526</u>	STOLLER ENTERPRISES, INC.	MICROMATE NS
<u>75485941</u>	<u>2417976</u>	STOLLER ENTERPRISES, INC.	ADJUST
<u>75486887</u>	<u>2262908</u>	STOLLER ENTERPRISES, INC.	BIO-FORGE
<u>76292011</u>	NONE	STOLLER ENTERPRISES, INC.	REV-UP
<u>76488180</u>	<u>3112335</u>	STOLLER ENTERPRISES, INC.	STOLLER FORCE
<u>76488181</u>	<u>3018243</u>	STOLLER ENTERPRISES, INC.	STOLLER FIX
<u>78062050</u>	<u>2622361</u>	STOLLER ENTERPRISES, INC.	X-PRESS
<u>78062052</u>	NONE	STOLLER ENTERPRISES, INC.	PLANT POTENTIAL
<u>78062061</u>	<u>2637427</u>	STOLLER ENTERPRISES, INC.	X-TRA POWER
<u>78414480</u>	<u>3040356</u>	STOLLER ENTERPRISES, INC.	(Logo)
<u>78414498</u>	<u>3040357</u>	STOLLER ENTERPRISES, INC.	S
<u>78414513</u>	<u>3034567</u>	STOLLER ENTERPRISES, INC.	STOLLER