

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement to that certain Amended and Restated Loan and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brenner Tank, LLC		06/19/2007	LIMITED LIABILITY COMPANY: WISCONSIN
Brenner Tank Services, LLC		06/19/2007	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	North Fork Business Capital Corporation
Street Address:	275 Broadhollow Road
Internal Address:	P.O. Box 8914
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2584454	BRENNER
Serial Number:	78910314	SHAKER TANK

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Darren W. Collins
 Address Line 1: 2001 Ross Avenue; Suite 3000
 Address Line 2: Patton Boggs LLP
 Address Line 4: Dallas, TEXAS 75201

OP \$65.00 2584454

ATTORNEY DOCKET NUMBER:	024177.0102
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	06/19/2007

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of June 19, 2007, by BRENNER TANK LLC, a Wisconsin limited liability company, ("**Brenner Tank**") and BRENNER TANK SERVICES LLC, a Wisconsin limited liability company ("**Brenner Services**," and together with Brenner Tank, and including any of their respective successors or permitted assignees, each a "**Grantor**" and collectively the "**Grantors**"), in favor of NORTH FORK BUSINESS CAPITAL CORPORATION, as a Lender and as agent for the Lenders (in such capacity, the "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among the Grantors, the other Loan Parties, Agent and the Lenders party thereto from time to time (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantors certain amounts pursuant to a term loan and a revolving credit facility (the "**Loan**"); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrowers pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure the Grantors' prompt and complete payment of the Loans and the performance and observance of all of the Grantors' Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Loan Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "**IP Collateral**");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor’s attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent’s discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Agent and the Lenders without first obtaining such Grantor’s approval thereof or signature thereto), but after providing notice to Administrative Borrower, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor

no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Agent and the Lenders without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Agent will not take any actions which result in an assignment or transfer of title of such IP Collateral to Agent. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, neither Agent nor Lender shall undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office.

(c) To execute any document required to acknowledge, register or perfect the interest of Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

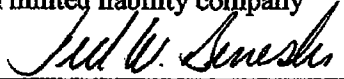
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

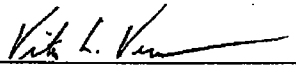
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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.


GRANTORS:

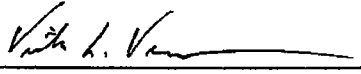
BRENNER TANK LLC,
a Wisconsin limited liability company

By: 
Name: **Ted W. Beneski**
Title: **Chairman of the Board**

By: 
Name: **Victor L. Vescovo**
Title: **Chief Operating Officer**

BRENNER TANK SERVICES LLC,
a Wisconsin limited liability company

By: 
Name: **Ted W. Beneski**
Title: **Chairman of the Board**

By: 
Name: **Victor L. Vescovo**
Title: **Chief Operating Officer**

ACKNOWLEDGMENT

STATE OF Texas :

: SS

COUNTY OF Tarrant :

Before me, the undersigned, a Notary Public, on this 15th day of June 2007, personally appeared Ted W. Beneski, to me known personally, who, being by me duly sworn, did say that he is the Chairman of BRENNER TANK SERVICES LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its member and the said Chairman acknowledged said instrument to be his free act and deed.

Felicia Mary Carr
Notary Public
My Commission Expires: 06.11.2008



[SIGNATURE PAGE TO BRENNER IP SECURITY AGREEMENT]


024177.0102-423717

TRADEMARK
REEL: 003564 FRAME: 0116

AGENT:

**NORTH FORK BUSINESS CAPITAL
CORPORATION**

By:



Name: Randy Harvey
Title: Senior Vice President

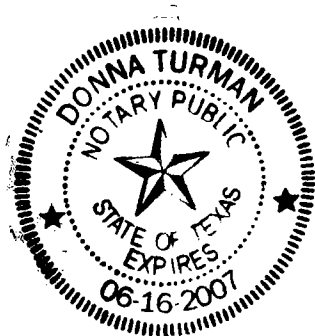
ACKNOWLEDGMENT

STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 15 day of June 2007, personally appeared Randy Harvey to me known personally, who, being by me duly sworn, did say that he is the Senior V.P. of NORTH FORK BUSINESS CAPITAL CORPORATION, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said as Agent, and the said Randy Harvey acknowledged said instrument to be his free act and deed.



Donna Turman
Notary Public
My Commission Expires: 6-16-07

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents

Country	Application No.	Title	Owner(s) of Record
U.S.	11/215,314	Dual Stop Valve Assembly for Use in Cargo Tank	Brenner Tank LLC
EP	2004754767*	Dual Stop Valve Assembly for Use in Cargo Tank Vehicles	Brenner Tank LLC
CA	2528279	Dual Stop Valve Assembly for Use in Cargo Tank Vehicles	Brenner Tank LLC
U.S.	11/425,270	Viscous Product Transportation Trailer	Brenner Tank LLC**
PCT	PCT/US2006/023844	Viscous Product Transportation	Brenner Tank LLC**
U.S.	11/675,943	<i>TBD (Application is not yet of public record)</i>	Brenner Tank LLC

* An annuity payment was due on or before June 9, 2007 (not counting extensions) in order to prevent this application from lapsing. The payment was scheduled but not made. The decision whether to resurrect this application will be made at a later date.

** Assignment from John Cannon and John Rademacher, two of the named inventors, has been recorded. However, no assignment from Hans (John) Schaupp, the third named inventor, has been recorded. Any rights held by Brenner Tank LLC are subject to the joint development agreement between Brenner Tank LLC and P&S Investment Company, Inc. dated 7/15/05 and such rights are jointly owned by Brenner Tank LLC and Mr. Hans Schaupp, or his assignee.

Pending Patent Applications

U.S.	11/675,943	<i>TBD (Application is not yet of public record)</i>	Brenner Tank LLC
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SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Mark	Owner	Country	Serial/Registration No.
BRENNER	Brenner Tank LLC	U.S.	2,584,454
SHAKER TANK	Brenner Tank LLC	U.S.	78/910,314
BRENNER	Brenner Tank LLC	Canada	TMA602,042
BRENNER	Brenner Tank LLC	Mexico	697446

Pending Trademark Applications

None.

SCHEDULE D

DOMAIN NAMES

www.brennertank.com