

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
Dune Company of Yuma, L.L.C.		06/15/2007	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as administrative agent
Street Address:	100 West Washington Street, 25th Floor
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85003
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2573431	DUNE
Registration Number:	2509912	DUNEUP
Registration Number:	2541533	SALGON
Registration Number:	2455170	PINTAR

CORRESPONDENCE DATA

Fax Number: (415)773-5759

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-773-5700

Email: lpartmann@orrick.com, zfinley@orrick.com

Correspondent Name: Zachary S. Finley

Address Line 1: 405 Howard Street

Address Line 2: Orrick, Herrington & Sutcliffe LLP

Address Line 4: San Francisco, CALIFORNIA 94105-2669

ATTORNEY DOCKET NUMBER:

1696-385/1640

900081106

TRADEMARK
REEL: 003575 FRAME: 0929

CH \$115.00 2573431

NAME OF SUBMITTER:	Zachary S. Finley
Signature:	/Zachary S. Finley/
Date:	07/05/2007
Total Attachments: 4 source=Grant (Trademarks) -- Dune Company of Yuma#page1.tif source=Grant (Trademarks) -- Dune Company of Yuma#page2.tif source=Grant (Trademarks) -- Dune Company of Yuma#page3.tif source=Grant (Trademarks) -- Dune Company of Yuma#page4.tif	

GRANT OF SECURITY INTEREST

[TRADEMARKS]

THIS GRANT OF SECURITY INTEREST, dated as of June 15, 2007, is executed by DUNE COMPANY OF YUMA, L.L.C., an Arizona limited liability company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, all capitalized terms used herein and defined in the Security Agreement (as defined below) shall have the respective meanings given to those terms in the Security Agreement.

A. Pursuant to that certain Credit Agreement, dated as of the date hereof and as amended, supplemented, restated or otherwise modified from time to time, among the Borrowers, the Lenders and the Administrative Agent, the Lenders have agreed to extend certain credit facilities to the Borrowers upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office and certain foreign countries, but excluding any intent-to-use trademark application until such time that a statement of use has been filed and accepted with the applicable trademark office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications (excluding any intent-to-use trademark application until such time that a statement of use has been filed and accepted with the applicable trademark office) and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future 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 Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted 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 Administrative Agent's address is:

Wells Fargo Bank, National Association

100 West Washington St, 25th Floor

Phoenix, AZ 85003

Attention: Lyle D. Knudson

Vice President/Senior Relationship Manager

Tel. No. (602) 378-7312

Fax No. (602) 378-6707

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

Dune Company of Yuma, L.L.C.,
an Arizona limited liability company

By:  _____

Name: Robert Zonneveld

Title: Treasurer

SCHEDULE 1-A and 1-B TO GRANT OF SECURITY INTEREST

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

Dune Company of Yuma, L.L.C.	DUNE	USA	2573431	5/28/2002
Dune Company of Yuma, L.L.C.	DUNEUP	USA	2509912	11/20/2001
Dune Company of Yuma, L.L.C.	SALGON	USA	2541533	2/19/2002
Dune Company of Yuma, L.L.C.	PINTAR	USA	2455170	5/29/2001

Trademark Applications

None.