

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
H2Oil Recovery Services, Inc.		09/11/2007	INC. ASSOCIATION:
<b>RECEIVING PARTY DATA</b>			
Name:	General Electric Capital Corporation		
Street Address:	201 Merritt 7, P.O. Box 5201		
Internal Address:	c/o GE Commercial Finance		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851-1056		
Entity Type:	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3096606	H2OIL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(713)615-5554		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-758-3554		
Email:	plai@velaw.com		
Correspondent Name:	Phillina Lai		
Address Line 1:	1001 Fannin Stree, Suite 2500		
Address Line 4:	Houston, TEXAS 77002-6760		
NAME OF SUBMITTER:	Phillina Lai		
Signature:	/s/ Phillina Lai		
Date:	09/18/2007		

CH \$40.00 3096606

Total Attachments: 7

**900087184**

**TRADEMARK  
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## Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 11, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **General Electric Capital Corporation** ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and each other Secured Party (each as defined in the Credit Agreement referred to below).

### WITNESSETH:

**WHEREAS**, pursuant to the Credit Agreement, dated as of September 11, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the **H2Oil Recovery Services, Inc.**, as Borrower, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Loan Parties; and

**WHEREAS**, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder and for other good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1.      Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2.      Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges, assigns, transfers and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a)      all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b)      all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**H2OIL RECOVERY SERVICES, INC.**  
as Grantor

By: 

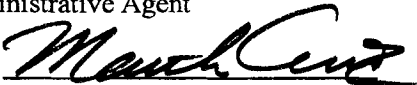
Name: Michael J. Zumwalt

Title: Chief Financial Officer

ACCEPTED AND AGREED

as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Administrative Agent

By:   
Name: Matthew A. Toth, III  
Title: Authorized Signatory

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

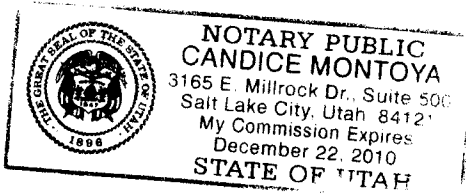
**Acknowledgment of Grantor**

STATE OF Utah )  
COUNTY OF Salt Lake )

On this 24<sup>th</sup> day of August, 2007, before me personally appeared Mike Zumwalt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hoil Recovery Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Candice Montoya  
Notary Public

Printed Name: Candice Montoya  
My Commission Expires: 12/22/2010



Notarial Seal

**Schedule I  
to  
Trademark Security Agreement**

**Trademark Registrations**

- REGISTERED TRADEMARKS

H2Oil standard character mark; Serial Number 78439648; USPTO Registration Number 3,096,606 issued on June 22, 2004

- TRADEMARK APPLICATIONS

212Resources standard character mark; Serial Number 77171097; no registration number, application for registration filed May 2, 2007: Status – Pending

- INTERNET DOMAIN NAMES

- (i) www.h2oil-inc.com
- (ii) www.h2oilrecoveryervices.com
- (iii) www.h2oilservices.com
- (iv) www.h2oilservices.net
- (v) www.212international.com
- (vi) www.212r.com
- (vii) www.212resource.com
- (viii) www.212resource.net
- (ix) www.212resources.com
- (x) www.212resources.net
- (xi) www.212resourcesinternational.com
- (xii) www.212resourcesinternational.net
- (xiii) www.212technologies.com
- (xiv) www.212technologies.net
- (xv) www.circ4.com
- (xvi) www.circ4.net



- (xvii) [www.circfour.com](http://www.circfour.com)
- (xviii) [www.circfour.net](http://www.circfour.net)
- (xix) [www.encirc.net](http://www.encirc.net)
- (xx) [www.pure212.com](http://www.pure212.com)
- (xxi) [www.pure212.net](http://www.pure212.net)
- (xxii) [www.twotwelvesources.com](http://www.twotwelvesources.com)