

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Torrent Resources, Incorporated		10/26/2007	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152-2689		
Entity Type:	a Michigan banking corporation: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3062875	THE WATERMARK FOR DRAINAGE SOLUTIONS	
Registration Number:	3067759	T	
Registration Number:	3078884	ENVIBRO	
Registration Number:	3067703	MAXWELL	
Registration Number:	3160013	TORRENT RESOURCES	
Registration Number:	3130734	TORRENT	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	734-761-3780		
Email:	asujek@bodmanllp.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	201 S. Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	TORRENT RESOURCES		

OP \$165.00 3062875

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	10/31/2007
Total Attachments: 6 source=Torrent_Trademark Agreement#page1.tif source=Torrent_Trademark Agreement#page2.tif source=Torrent_Trademark Agreement#page3.tif source=Torrent_Trademark Agreement#page4.tif source=Torrent_Trademark Agreement#page5.tif source=Torrent_Trademark Agreement#page6.tif	

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 26, 2007, between the undersigned ("Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of October 26, 2007, (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Torrent Holdings, Inc., Torrent Resources, Incorporated ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally with such other Borrowers as may become parties thereto from time to time, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security and Pledge Agreement, dated as of October 26, 2007, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

provided, however, that "Trademark Collateral" shall not include rights under or with respect to any Trademark or Trademark license to the extent any such Trademark or Trademark license, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the "**Restricted Assets**"), provided that (A) the Proceeds of any Restricted Asset shall be continue to be deemed to be "Collateral", and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto). Concurrently with any Trademark or Trademark license, which is material to the business of the Credit Parties as a whole, and would otherwise constitute a Restricted Asset, being entered into or arising after the date hereof, the Debtor shall (i) provide the Agent with written notice thereof and (ii) use its best efforts to obtain any waivers or consents (in form and

substance acceptable to the Agent) necessary for such Trademark or Trademark license to constitute Collateral hereunder; provided however, that the Debtors shall not be required to provide the Agent with notice or to obtain any waivers or consents with respect to any Trademark or Trademark license which prohibits the grant of a security interest if such prohibition is rendered ineffective by Sections 9-406 to 9-408 of the UCC.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 14.10 of the Credit Agreement. The Debtor shall be automatically released from its obligations hereunder and the Liens on the Trademark Collateral of the Debtor shall automatically be released upon the consummation of any transaction permitted by the Credit Agreement as a result of which the Debtor ceases to be a Credit Party.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery by fax or email transmission of an electronic scan of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

TORRENT RESOURCES, INCORPORATED

By: 
Stephen C. DeTommaso
Its: President

SECURED PARTY:

COMERICA BANK, as Agent

By: 
Daryl R. Krause
Its: Managing Director

Signature page to Trademark Security Agreement
(800266)

TRADEMARK
REEL: 003651 FRAME: 0239

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner	Security Interests
THE WATERMARK FOR DRAINAGE SOLUTIONS	78/532676	3,062,875	12/15/2004	2/28/2006	Torrent Resources, Incorporated	N/A
T (and Design)	78/532790	3,067,759	12/15/2004	3/14/2006	Torrent Resources, Incorporated	N/A
ENVIBRO	78/503917	3,078,884	10/21/2004	4/11/2006	Torrent Resources, Incorporated	N/A
MAXWELL	78/503941	3,067,703	10/21/2004	3/14/2006	Torrent Resources, Incorporated	N/A
TORRENT RESOURCES	78/431533	3,160,013	6/8/2004	10/17/2006	Torrent Resources, Incorporated	N/A
TORRENT	78/424562	3,130,734	5/25/2004	8/15/2006	Torrent Resources, Incorporated	N/A
THE MAXWELL		25374 (Arizona)		5/28/1987	McGuckin Drilling, Inc.	N/A
FLOFAST		25375 (Arizona)		5/28/1987	McGuckin Drilling, Inc.	N/A
PUREFLO		25376 (Arizona)		5/28/1987	McGuckin Drilling, Inc.	N/A
ENVIBRO		27891 (Arizona)		9/25/1989	McGuckin Drilling, Inc.	N/A