

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company, as Collateral Agent		12/21/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Excalibar Minerals, Inc.		
Street Address:	2700 Research Forest Drive		
Internal Address:	Suite 100		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77381		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2633985	EXCALIBAR MINERALS	
Registration Number:	2661334	EXBAR	
Registration Number:	2661333	EXCAL	
Registration Number:	2665139	EXFIL	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1247		

TRADEMARK

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NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/04/2008
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 21, 2007, from WILMINGTON TRUST COMPANY, a Delaware banking corporation, as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to EXCALIBAR MINERALS, INC., a Texas corporation ("Obligor").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of August 18, 2006, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of August 18, 2006, among the Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 15, 2006, at Reel 3428 and Frame 0718; and

WHEREAS, the Borrower has requested that the Agent terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

WILMINGTON TRUST COMPANY,
as Collateral Agent

By: 
Name: _____
Title: **Patrick J. Healy**
Vice President

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

STATE OF DE)
COUNTY OF New Castle)

ss.:

On this 16th day of December, 2007, before me personally appeared Patricia W. Zink to me known who, being by me duly sworn, did depose and say that he/she is Very Trust of Wilmington Trust Company, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Wilmington Trust Company.

Patricia W. Zink
Notary Public

(Affix Seal Below)

PATRICIA W. ZINK
Notary Public - State of Delaware
My Comm. Expires July 12, 2009

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
EXCALIBAR MINERALS	2,633,985
EXBAR	2,661,334
EXCAL	2,661,333
EXFIL	2,665,139

509265-1247-13099-NY02.2639096