

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

007140.00009

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Zeeco, Inc.

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Oklahoma  
 Other \_\_\_\_\_

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 12, 2008

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 15 East Fifth Street

City: Tulsa

State: Oklahoma

Country: United States      Zip: 74103

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship United States  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2860681      2648748

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Paul E. Rossler

Internal Address: 10TH FLOOR

Street Address: 1100 ONEOK Plaza  
100 West Fifth Street

City: Tulsa

State: Oklahoma      Zip: 74103

Phone Number: 918-595-4963

Fax Number: 918-595-4990

Email Address: iplaw@gahlelaw.com

### 6. Total number of applications and registrations involved:

2

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-1971

Authorized User Name Paul E. Rossler

### 9. Signature:



Signature

Feb. 14, 2008

Date

Paul E. Rossler

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK

**SECURITY AGREEMENT**  
**(Zeeco, Inc. Patents and Trademarks)**

Reference is made to (i) that certain Amended and Restated Credit Agreement dated February 12, 2008 (the "Credit Agreement"), by and between Zeeco, Inc., an Oklahoma corporation, as Borrower, (and for purposes of this agreement, the "Pledgor"), JPMorgan Chase Bank, N.A., as the Administrative Agent (the "Administrative Agent") and the Collateral Agent (the "Collateral Agent", and in either or both capacities the "Agent") for the Lenders party thereto (the "Domestic Lenders") and for JPMorgan Chase Bank, N.A., as the Export-Related Lender thereunder and (ii) that certain Borrower Agreement, Fast Track Borrower Agreement Supplement and Fast Track Export Loan Agreement (together the "Export Loan Agreement") between Borrower and JPMorgan Chase Bank, N.A., as Lender thereunder (in such capacity the "Export-Related Lender" and collectively with the Domestic Lenders the "Lenders").

1. THE SECURITY. The undersigned Pledgor has assigned and granted and hereby assigns and grants to Collateral Agent (the "Secured Party") a security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

(a) The general intangibles described on Exhibit A, representing all patents, pending patents and patent applications, both foreign and domestic, and all Pledgor's interest in all unpatented or unpatentable inventions owned by the Pledgor or in which Pledgor has any interest; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(b) The general intangibles described on Exhibit B, representing all trademarks, service marks, and trade names owned by the Pledgor or in which Pledgor has any interest, both foreign and domestic, including all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(c) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

(d) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

This Agreement has been entered into in conjunction with the security interests granted to Secured Party under that certain Security Agreement and Assignment dated February 21, 2007, by Pledgor in favor of Administrative Agent, as amended by that certain Ratification, Amendment and Release dated as of February 12, 2008 by Pledgor and acknowledged by Administrative Agent and Collateral Agent (as so amended, the "Existing Security Agreement"). The rights and remedies of

Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in, the Existing Security Agreement, all terms and provisions of which are incorporated herein by reference.

2. **SECURED OBLIGATIONS.** The Collateral secures payment and performance of all obligations and indebtedness of Pledgor under the Credit Agreement, the "Loan Documents" described in the Credit Agreement, the Export Loan Agreement, and the "Financing Documents" described in the Export Loan Agreement, all of which are hereinafter collectively referred to as the "Secured Obligations".

3. **PLEDGOR'S COVENANTS.** The Pledgor represents, covenants and warrants that unless compliance is waived by Secured Party in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Pledgor's chief executive office is located in the state specified on the signature page hereof. In addition, the Pledgor is incorporated in or organized under the laws of the state specified on such signature page. The Pledgor shall give Secured Party at least thirty (30) days notice before changing its chief executive office or state of incorporation or organization. The Pledgor will notify Secured Party in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) Unless otherwise agreed, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to Secured Party, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of Secured Party.

(d) The Pledgor will promptly notify Secured Party in writing of any event which affects the value of the Collateral, the ability of the Pledgor or Secured Party to dispose of the Collateral, or the rights and remedies of Secured Party in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(e) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect Secured Party's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, Secured Party at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Secured Obligations and bear interest at the rate set out in the Secured Obligations. The Pledgor agrees to reimburse Secured Party on demand for any Collateral Costs so incurred.

(f) Until Secured Party exercises its rights to make collection, the Pledgor will diligently collect all Collateral.

(g) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor

shall immediately deliver such document to Secured Party, together with any necessary endorsements.

(h) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of Secured Party

(i) Exhibit A to this Agreement is a complete list of all patents and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world. To the extent required by Secured Party in its discretion, the Pledgor will promptly notify Secured Party of any acquisition (by adoption and use, purchase, license or otherwise) of any patent and applications therefor, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A. The Pledgor authorizes Secured Party, without notice to the Pledgor, to modify this Agreement by amending Exhibit A to include any such Collateral.

(j) Exhibit B to this Agreement is a complete list of all trademark and service mark registrations, and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world. To the extent required by Secured Party in its discretion, the Pledgor will promptly notify Secured Party of any acquisition (by adoption and use, purchase, license or otherwise) of any trademark or service mark registration, and applications therefor, and unregistered trademarks and service marks, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit B. The Pledgor authorizes Secured Party, without notice to the Pledgor, to modify this Agreement by amending the Exhibit to include any such Collateral. The Pledgor authorizes Secured Party, without notice to the Pledgor, to modify this Agreement by amending Exhibit B to include any such Collateral.

(k) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program. The Pledgor also will promptly make application on any patentable but unpatented inventions, and registerable but unregistered trademarks and service marks. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than Secured Party and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgor or Secured Party. The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, or except with Secured Party's prior written consent.

4. ADDITIONAL OPTIONAL REQUIREMENTS. The Pledgor agrees that Secured Party may at its option at any time, whether or not the Pledgor is in default:

(a) Require the Pledgor to deliver to Secured Party (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to Secured Party any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to Secured Party the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of Secured Party's interest in the Collateral.

5. DEFAULTS. Any one or more of the following shall be a default hereunder:

(a) Any "Event of Default" under the Credit Agreement or the Export Loan Agreement.

(b) The Pledgor breaches any term, provision, warranty or representation under this Agreement.

(c) Secured Party fails to have an enforceable first lien (except for any prior liens to which Secured Party has consented in writing) on or security interest in the Collateral.

(d) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due and liens specifically authorized by the Existing Security Agreement, the Credit Agreement or the Export Loan Agreement.

6. BANK'S REMEDIES AFTER DEFAULT. In the event of any default, Secured Party may do any one or more of the following, to the extent permitted by law:

(a) Declare any Secured Obligations immediately due and payable, without notice or demand, as and to the extent contemplated by the Credit Agreement or the Export Loan Agreement.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to Secured Party in kind.

(d) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under Secured Party's exclusive control.

(e) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to Secured Party at a place designated by Secured Party.

(f) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if Secured Party deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(g) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes Secured Party to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(h) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(i) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if Secured Party deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(j) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(k) Take such measures as Secured Party may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints Secured Party as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(l) Exercise any other remedies available to Secured Party at law or in equity.

## 7. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by Secured Party to enforce any provision shall not preclude Secured Party from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of Secured Party, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as Secured Party may reasonably deem necessary.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. To the extent that Secured Party has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Agreement shall be the forum provided in the Credit Agreement and the Export Loan Agreement, to which jurisdiction the Pledgor irrevocably submits and to which

venue the Pledgor waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.

(d) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(e) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(f) In the event of any action by Secured Party to enforce this Agreement or to protect the security interest of Secured Party in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law.

(g) In the event Secured Party seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(h) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between Secured Party and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(i) Secured Party's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by Secured Party of any of the Secured Obligations or the Collateral, Secured Party thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but Secured Party shall retain all rights and powers hereby given with respect to any of the Secured Obligations or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.


8. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

Dated: February 12, 2008.

[SIGNATURE PAGE FOLLOWS]



JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

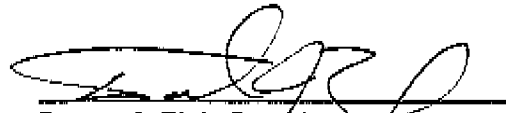
By:   
David D. Stratton, Vice President

Address for Notices:

15 East Fifth Street  
Tulsa, Oklahoma 74103

ZEECO, INC.

By:

  
Darton J. Zink, President

Pledgor's Location:

22151 East 91st Street  
Broken Arrow, Oklahoma 74014

Pledgor's state of incorporation:

OKLAHOMA

Mailing Address (if different  
from above):

SAME

EXHIBIT A

Patents

<u>Patent No.</u>	<u>Date</u>	<u>Title</u>
6,979,191	12/27/05	Combustion apparatus and method for radiating wall heating system
US 6,814,570B1	11/9/04	Venturi mixer and combustion assembly
US 6,626,661B1	9/30/03	Fuel ejector and method for reduced NOx emissions
US 6,499,990B1	12/31/02	Low NOx burner apparatus and method
US 6,394,792B1	5/28/02	Los NoX burner apparatus
US 6,379,146B1	4/30/02	Flow divider for radiant wall burner
5,980,243	11/9/99	Flat flame
5,542,840	8/6/96	Burner for combusting gas and/or liquid fuel with low NO.sub.x production
5,458,481	10/17/95	Burner for combusting gas with low NO.sub.x production

Debtor has some interest in the following patent but does not claim to be, and provides no assurance that it is, the owner thereof:

5,993,196

EXHIBIT B

Trademarks

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Class</u>
2860681	July 6, 2004	ZEECO	11
2648748	November 12, 2002	ZEECO, INC.	11