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
American Gilsonite Company		03/14/2008	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Prospect Capital Corporation
Street Address:	10 East 40th Street
Internal Address:	Suite 4400
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1539927	BORE-PLATE
Registration Number:	1787717	GILSONITE
Registration Number:	2998140	AGGCOTE

OP $90.00 1539927

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-888-4284
Email: tramstrom@hunton.com
Correspondent Name: Todd Ramstrom
Address Line 1: 600 Peachtree Street, NE Ste. 4100
Address Line 4: Altanta, GEORGIA 30308

NAME OF SUBMITTER:	Heath J. Vicente, Esq.
Signature:	/Heath J. Vicente, Esq./

Date:	03/21/2008

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 14, 2008, is made by AMERICAN GILSONITE CORPORATION, an Oklahoma corporation ("Grantor"), in favor of PROSPECT CAPITAL CORPORATION, in its capacity as Initial Lender and as Administrative Agent for the Lenders ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Subordinated Loan and Guaranty Agreement, dated as of March 14, 2008 by and among Grantor, the other Persons party thereto from time to time as Loan Parties, the Persons party thereto from time to time as Lenders and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Term Loan to the Borrowers;

WHEREAS, Lenders are willing to make the Term Loan, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of March 14, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Loan Documents, Grantor hereby grants to Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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

4. Authorization to Supplement. Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks or applications therefore of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following pages]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its Responsible Officer as of the date first set forth above.

AMERICAN GILSONITE COMPANY

By: _____
Name: David Perez
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that David Perez, who is named as Vice President of the Grantor, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of Grantor, and with full authority, executed the same voluntarily for and as the act of Grantor.

Given under my hand on this 13 day of March, 2008.

_____
Notary Public

My commission expires: _____

NANCY L. BLAISDELL
NOTARY PUBLIC, State of New York
No. 31-4964992
Qualified in New York County
Commission Expires April 16, 2010

AFFIX SEAL

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION, as
Administrative Agent

By:_____
Name: Grier Eliasek
Title: President, COO

Schedule I
to
Trademark Security Agreement

TRADEMARKS

Trademark	Owner	Registration Number	Registration Date
BORE–PLATE	American Gilsonite Company	1539927	5/23/1989
GILSONITE	American Gilsonite Company	1787717	8/17/1993
AGGCOTE	American Gilsonite Company	2998140	9/20/2005

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.