

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
BENCHMARK LOGISTICS, INC.		08/07/2008	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION		
Street Address:	1 South Broad Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	NATIONAL BANKING ASSOCIATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3350494	OILFIELD TRASH	
CORRESPONDENCE DATA			
Fax Number:	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-979-1000		
Email:	eorleman@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	E0360-00163		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
Signature:	/nkm/		
Date:	08/11/2008		

CH \$40.00 3350494

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into as of August 7, 2008, by and between BENCHMARK LOGISTICS, INC., a corporation organized under the laws of the State of Texas, and having a business address of 3901 Rockpoint Circle, League City TX 77573 (the "Trademark Owner") and WACHOVIA BANK, NATIONAL ASSOCIATION (the "Lender").

Whereas Trademark Owner, the Lender, and other parties party thereto, having entered into a Loan and Security Agreement (the "Security Instrument"), dated of even date herewith, which relates to, at least in part, the Intellectual Property (as defined in the Security Instrument) of Trademark Owner, and wherein all of the terms and conditions of the aforesaid Security Instrument are hereby incorporated herein by reference; and

Whereas Lender requires a separate recordable document memorializing its security interests in and to all of the marks, registrations and applications listed in Schedule A hereto;

NOW THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:


1. Assignment of Security Interest in Marks. To secure the complete and timely payment and satisfaction of all of its Obligations to the Lender, the Trademark Owner hereby grants, assigns and conveys to the Lender a security interest in and to all of Trademark Owner's trademarks (whether registered, unregistered or for which any actual use-based application to register has been filed), trademark applications, service mark applications, service marks (whether registered, unregistered or for which any actual use-based application to register has been filed) and tradenames, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Trademark Owner corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Future Marks. The Trademark Owner authorizes the Lender to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under paragraph 1 hereof.

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BENCHMARK LOGISTICS, INC.,
as Trademark Owner

Dated: August 7, 2008

By: 
Name: HUNTER REISNER
Title: SECRETARY

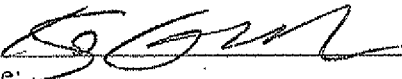
[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 003833 FRAME: 0382

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Lender

Dated: August 7, 2008

By: 
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 003833 FRAME: 0383

SCHEDULE A

TRADEMARKS

Registration No.	Mark	Registration Date
3,350,494	OILFIELD TRASH	December 4, 2007