

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SemMaterials, L.P.		05/18/2009	LIMITED PARTNERSHIP: OKLAHOMA

RECEIVING PARTY DATA

Name:	Rhone Midstream Holdings, LLC
Street Address:	6502 S. Yale Ave.
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74136
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77348193	DURACHIP
Registration Number:	2837336	ENCORE
Registration Number:	2845872	FORTRESS
Serial Number:	77496711	NOVALITE
Registration Number:	3224790	RECYCLE PLUS
Registration Number:	2325947	RECYCLE PLUS
Registration Number:	2514936	REFLEX
Registration Number:	3304186	RESTORE
Registration Number:	2444791	ROADARMOR
Serial Number:	77481506	ROADSCIENCE.NET
Registration Number:	2594595	STRATA
Registration Number:	2058183	STYLINK
Registration Number:	3230109	SUMMIT

OP \$340.00 77348193

CORRESPONDENCE DATA

Fax Number: (312)876-7934
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-876-2561
Email: trademarks@sonnenschein.com
Correspondent Name: Anne K. Wasilchuk
Address Line 1: Wacker Drive Station, Sears Tower
Address Line 2: P.O. Box 061080
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	09111400.0003
NAME OF SUBMITTER:	Katie A. Krutzsch
Signature:	/katie a. krutzsch/
Date:	05/27/2009
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made and entered into as of this May 18, 2009, by SemMaterials, L.P., an Oklahoma limited partnership ("**Assignor**"), for the benefit and in favor of Rhone Midstream Holdings, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner of the trademarks and trade names and the applications and registrations therefor which are set forth on Schedule A attached hereto, which is made a part hereof (collectively, the "**Trademarks**"); and

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase and Sale Agreement, dated April 16, 2009, by and among Assignor, Assignee and Rhone Cleantech Fund I, L.P., a Cayman Islands exempted limited partnership, as amended by Amendment to Asset Purchase and Sale Agreement, dated as of April 29, 2009, by and between Assignor and Assignee, and as further amended by Second Amendment to Asset Purchase and Sale Agreement, dated as of May 10, 2009, by and between Assignor and Assignee (collectively the "**Purchase Agreement**"), Assignee wishes to acquire and Assignor wishes to assign and transfer to Assignee all of its rights, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of these premises, covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns and transfers to Assignee all right, title, and interest in and to the Trademarks, including without limitation all applications and registrations therefor, and any other rights Assignor may have in the Trademarks, together with all common law rights and goodwill of the business connected with the use of and symbolized by the Trademarks, and the rights to sue for, and recover for, any past, present or future infringement of the Trademarks and the right to collect damages therefor and all income, royalties or payments with respect to the Trademarks that are hereafter due.
2. Assignor agrees that it will execute any further documents reasonably required by Assignee to transfer, assign, secure and enforce the rights granted to Assignee under this Assignment, at Assignee's expense.
3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor, its successors and assigns.

[Signature Page to Follow]

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed and executed by its undersigned duly authorized officer as if the date first written above.

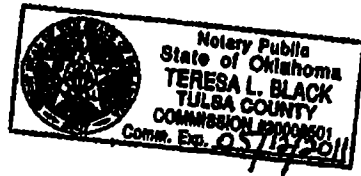
SemMaterials, L.P.

By: Kevin C. Clement
Print Name: KEVIN C. CLEMENT
Title: C.O.O.

STATE OF OKLAHOMA
COUNTY OF TULSA) SS.

On this 18th day of May, 2009, Kevin C. Clement personally appeared before me, who is known by me to be the C.O.O., of the assignor above named, and acknowledged that he/she executed the foregoing Assignment of Trademarks on behalf of said assignor and pursuant to authority duly received

Teresa L. Black
Notary Public
My commission expires 05/12/2011



EXECUTION COPY**Schedule A**

Country	Trademark	Application No and/or Registration No or
US	DURACHIP	77/348,193
US	ENCORE	78/160,823, 2,837,336
US	FORTRESS	76/428, 380, 2,845,872
China	FORTRESS	928249
India	FORTRESS	1573633
Jordan	FORTRESS	30740, 94096
Jordan	FORTRESS	30743, 94095
Kazakhstan	FORTRESS	39657
Mexico	FORTRESS	877549
Oman	FORTRESS	46313
Oman	FORTRESS	46314
Russia	FORTRESS	928249
Vietnam	FORTRESS	928249
US	NOVALITE	77/496,711
US	RECYCLE PLUS	78/865,918, 3,224,790
US	RECYCLE PLUS and design	75/613,024, 2,325,947
US	REFLEX	76/162,027, 2,514,936
Canada	REFLEX	11451883, TMA597007
US	RESTORE	78/762,637, 3,304,186
US	ROADARMOR	75/525,860, 2,444,791
Canada	ROADARMOR	1145182, TMA598778
US	ROADSCIENCE.NET	77/481,506
US	STRATA	75/526,893, 2,594,595
Mexico	STRATA	734039
US	STYLINK	74/701,909, 2,058,183
Canada	STYLINK	790783, TMA465863
US	SUMMIT	76/435,804, 3,230,109