

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|--------------------|
| Berryman Products, Inc. | | 01/28/2009 | CORPORATION: TEXAS |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | Marquette Business Credit, Inc. |
| Street Address: | 5910 N. Central Expressway, Suite 1780 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75206 |
| Entity Type: | CORPORATION: MINNESOTA |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 2762191 | CHEM TOOLER |
| Registration Number: | 2795218 | CHEM TOOLER |
| Registration Number: | 2646401 | H. E. S. T. |
| Registration Number: | 1680754 | BIOGRADE |
| Registration Number: | 1192951 | B 33 |
| Registration Number: | 0997229 | B-12 CHEMTOOL |
| Registration Number: | 1019024 | BERRYMAN SINCE 1918 |
| Registration Number: | 0993559 | TITE-GRIP |
| Registration Number: | 0806094 | CHEM-DIP |
| Registration Number: | 0811233 | CHEMSEAL |
| Registration Number: | 0734401 | EZ DOZ-IT |
| Registration Number: | 0697357 | CHEMTOOL |
| Registration Number: | 2508248 | TIRE SEAL-R |

CORRESPONDENCE DATA

900135357

**TRADEMARK
 REEL: 003997 FRAME: 0830**

CH \$340.00 2762191

Fax Number: (214)939-5849
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: elizabeth.helm@klgates.com
Correspondent Name: Elizabeth Helm
Address Line 1: K&L Gates, LLP
Address Line 2: 1717 Main Street, Suite 2800
Address Line 4: Dallas, TEXAS 75201

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 1286613-89 |
| NAME OF SUBMITTER: | Elizabeth Helm |
| Signature: | /Elizabeth Helm/ |
| Date: | 06/02/2009 |

Total Attachments: 18
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Security Agreement") is made as of January 28, 2009, by and between Berryman Products, Inc., a Texas corporation ("Borrower") and Marquette Business Credit, Inc. ("Lender").

RECITALS

A. Lender and Borrower are parties to that certain Loan and Security Agreement, dated on or about the date hereof (as the same may be modified, amended, supplemented, restated or superseded from time to time, the "Loan Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement.

B. In order to induce Lender to make advances under the Loan Agreement, Borrower has granted to Lender a security interest in all of its assets, including, without limitation, its intellectual property.

NOW, THEREFORE, the parties hereto agree as follows:

1. Collateral Assignment, Patent Mortgage, and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all Obligations (as defined in the Loan Agreement), Borrower hereby grants a security interest and mortgage to Lender, as collateral security, in and to Borrower's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Borrower (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations, copyright recordings and like protections in each work of authorship and derivative work thereof, whether registered or unregistered or published or unpublished and whether or not the same also constitutes a trade secret, held pursuant to the laws of the United States, any State thereof or of any other country or political subdivision thereof, including, without limitation, those set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Copyrights").

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights which may be available to Borrower;

(d) Any and all letters patent, petty patents, divisionals, patents of addition of the United States or any other country or political subdivision thereof, all registrations and recordings thereof, and all patents to issues in such applications of the United States or any other country or political subdivision thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, including, without limitation, improvements, divisions, renewals, reissues, extensions, continuations, and continuations-in-part or extensions thereof, including, without limitation,

those set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Patents");

(e) Any and all trademarks, trade names, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and the entire goodwill of the business of Borrower connected with and symbolized by all such trademarks, including, without limitation, those set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Trademarks");

(f) Any and all income, royalties, damages, claims, and payments now and hereafter due and payable, including, without limitation, all claims for damages and payments by way of past, present and future infringement, misappropriation, or dilution of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, (collectively, the "Intellectual Property") and all license fees and royalties arising from such use to the extent permitted by such license or rights and not prohibited by applicable law;

(h) All amendments, continuations, renewals and extensions of any of the Intellectual Property; and

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The security interest granted hereunder is granted in conjunction with the security interests granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, or any or all other rights, powers or remedies.

Notwithstanding any of the foregoing, the term "Intellectual Property Collateral" shall not include any general intangibles of Borrower (whether owned or held as licensee or lessee, or

otherwise), to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the grant of security interest herein shall extend to, and the term "Intellectual Property Collateral" shall include, (A) any and all Proceeds of any general intangibles which are otherwise excluded to the extent that the assignment or encumbrance of such Proceeds is not so restricted, (B) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded general intangibles, such general intangibles as well as any and all Proceeds thereof that might theretofore have been excluded from such a grant of a security interest and the term "Intellectual Property Collateral" and (C) any general intangible which is an account receivable or proceed of or otherwise related to the enforcement or collection of any account receivable or goods which are the subject of any account receivable.

2. Authorization and Request. Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.

3. Covenants and Warranties. Borrower represents, warrants, covenants and agrees as follows:

(a) Borrower is now the sole owner of the Intellectual Property Collateral, except for licenses granted by Borrower to its customers in the ordinary and normal course of business as now conducted and Permitted Encumbrances;

(b) Performance of this Security Agreement does not conflict with or result in a breach of any agreement to which Borrower is a party or by which Borrower is bound;

(c) During the term of this Security Agreement, Borrower will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property Collateral, except for (i) licenses granted by Borrower in the ordinary and normal course of its business as now conducted or as set forth in this Security Agreement or that do not, in the aggregate, impair the Intellectual Property Collateral or result in a material adverse effect on the business or properties of Borrower and (ii) subject to Borrower's execution of appropriate documents, in form acceptable to Lender, to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral, transfers to affiliates of Borrower;

(d) To its knowledge, each of the Patents, if any, is valid and enforceable, and there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Borrower shall promptly advise Lender of any changes in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of Borrower in or to any Intellectual Property not specified in this Security Agreement;

(f) Borrower shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property, except where the failure to so protect, defend and maintain would not, in the aggregate, result in a Material Adverse Effect, (ii) use all commercially reasonable efforts to detect infringements of the Intellectual Property and promptly advise Lender in writing of infringements detected and (iii) not allow any of its Intellectual Property to be abandoned, forfeited or dedicated to the public without the written consent of Lender which shall not be unreasonably withheld;

(g) Borrower shall promptly register the most recent version of Borrower's Copyrights and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) Borrower is not party, nor will it, without the prior written consent of Lender, become party in the future, to any license or contract included in the Intellectual Property Collateral which, pursuant to its terms is not assignable (except in the case of Borrower's customer contracts) or capable of being encumbered;

(i) This Security Agreement creates, and in the case of after acquired Intellectual Property Collateral, will create at the time Borrower first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and (upon taking appropriate actions) perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of all present or future Obligations, subject only to Permitted Encumbrances (as defined in the Loan Agreement);

(j) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the applicable office of the Secretary of State, necessary to perfect the security interests and assignment created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Borrower in the United States or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies hereunder;

(k) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Borrower with respect to the Intellectual Property Collateral-is accurate and complete in all material respects;

(l) Borrower shall not enter into any agreement that would impair or conflict with Borrower's obligations hereunder. For purposes of this subsection, Borrower's entering into license agreements in the ordinary course of business shall not be deemed to impair or conflict with Borrower's obligations hereunder. Borrower shall not, without the prior written consent of Lender, permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Borrower's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-

assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(m) Upon any executive officer of Borrower obtaining actual knowledge thereof, Borrower will promptly notify Lender in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Borrower to dispose of any Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Security Agreement to take but which Borrower fails to take, after fifteen (15) days' notice to Borrower. Borrower shall reimburse and indemnify Lender for all costs and expenses incurred in the exercise of its rights under this Section 4.

5. Further Assurances; Attorney in Fact.

(a) Borrower agrees to deliver to Lender, upon the request of Lender, a report, in form acceptable to Lender and certified by an officer of Borrower, which lists all Intellectual Property owned by Borrower, including, without limitation, all titles, names or marks together with all relevant registration and/or application numbers and registration and/or filing dates.

(b) On a continuing basis for the purpose of perfecting and maintaining the perfection of Lender's security interest in all Intellectual Property, Borrower will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may be necessary or advisable, or as requested by Lender, and otherwise to carry out the intent and purposes of this Security Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(c) Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Security Agreement, including (i) to modify, in its discretion, this Security Agreement without first obtaining Borrower's approval of or signature to such modification by amending Exhibit A to include reference to any right, title or interest in any Intellectual Property acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Borrower no longer has or claims any right, title or interest, (ii) to file, in its discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Borrower where permitted by law and (iii) to transfer the Intellectual Property Collateral into the name of Lender or a third party to the extent permitted under the UCC provided that Lender agrees that it shall not exercise its powers as attorney-in-fact under this Section 5 except upon the occurrence and during the continuation of a Security Agreement Event of Default (as hereinafter defined).

6. Security Agreement Events of Default. The occurrence of any of the following shall constitute a "Security Agreement Event of Default" under this Security Agreement:

(a) An Event of Default occurs under the Loan Agreement (as defined therein); or

(b) Borrower breaches any warranty or agreement made by Borrower in this Security Agreement.

7. Remedies. Upon the occurrence and during the continuance of a Security Agreement Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Borrower to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 7, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property Collateral, to the extent necessary to permit Lender to exercise its rights and remedies pursuant to this Section 7, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property Collateral and, in connection with Lender's exercise of its rights hereunder, Borrower's rights under all licenses and all franchise agreements which constitute Intellectual Property Collateral shall inure to the benefit of Lender. Borrower will pay any expenses (including reasonable attorneys' fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

8. Indemnity. Borrower agrees to defend, indemnify and hold harmless Lender and its directors, officers, employees, attorneys and agents against (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Borrower, whether under this Security Agreement or otherwise (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct. If Lender obtains recovery of any of the amounts that Borrower has paid to it pursuant to the indemnity set forth in the section, then Lender shall promptly pay to Borrower the amount of such recovery. **BORROWER AND LENDER EXPRESSLY INTEND THAT THE FOREGOING INDEMNITY SHALL COVER, AND THAT BORROWER SHALL INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, COSTS, EXPENSES AND LOSSES SUFFERED AS A RESULT OF THE NEGLIGENCE OF ANY INDEMNIFIED PARTY.**

9. Successors and Assigns. This Security Agreement and all obligations of Borrower hereunder shall be binding upon the successors and assigns of Borrower, and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender and its

successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the indebtedness secured hereby or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Lender hereunder.

10. Reassignment. At such time as Borrower shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to revest in Borrower full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. No Failure or Delay. No failure or delay on the part of Lender, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

12. Attorneys' Fees. If any action relating to this Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. Except as otherwise provided herein, this Security Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

15. Governing Law; Jurisdiction. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICT OF LAWS. BORROWR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN LENDER AND BORROWR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN LENDER AND BORROWR SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS HAVING JURISDICTION UNLESS LENDER SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING BROUGHT IN DALLAS COUNTY, TEXAS IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.**

16. Jury Trial Waiver. BORROWER AND LENDER HEREBY (A) IRREVOCABLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HEREWITH; (B) IRREVOCABLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (C) CERTIFY THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (D) ACKNOWLEDGE THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS PARAGRAPH.

17. Conflict. In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in the Loan Agreement, the term and/or provision of this Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

BERRYMAN PRODUCTS, INC.

By: 
Name: Truman Blankenship
Title: President

MARQUETTE BUSINESS CREDIT, INC.

By: _____
Name: _____
Title: _____

16. Jury Trial Waiver. BORROWER AND LENDER HEREBY (A) IRREVOCABLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HEREWITH; (B) IRREVOCABLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (C) CERTIFY THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (D) ACKNOWLEDGE THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS PARAGRAPH.

17. Conflict. In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in the Loan Agreement, the term and/or provision of this Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

BERRYMAN PRODUCTS, INC.

By: _____
Name: Truman Blankenship
Title: President

MARQUETTE BUSINESS CREDIT, INC.

By: Debra C. Cannon
Name: Debra C. Cannon
Title: Loan Officer

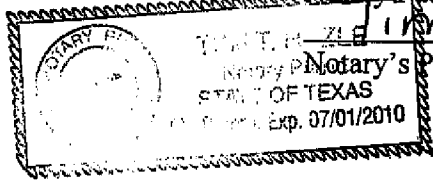
STATE OF TEXAS §
 Tarrant §
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 21st, 2009, by Truman Blankenship, President of Berryman Products, Inc., a Texas corporation, on behalf of said limited liability company.

Tim T. Hazde

Notary Public in and for the State of Texas

My commission expires:



Notary's Printed Name

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on January __, 2009, by _____ of Marquette Business Credit, Inc., a Minnesota corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

My commission expires:

Notary's Printed Name

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on January __, 2009, by Truman Blankenship, President of Berryman Products, Inc., a Texas corporation, on behalf of said limited liability company.

My commission expires:

Notary Public in and for the State of Texas

Notary's Printed Name

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 28, 2009, by Dale C. Coonrod, Loan Officer of Marquette Business Credit, Inc., a Minnesota corporation, on behalf of said corporation.

My commission expires:

Paula N. Potcinske
Notary Public in and for the State of Texas

Notary's Printed Name

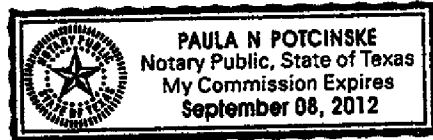
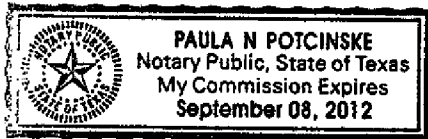


EXHIBIT A

Berryman Products, Inc. -U.S. Trademark Portfolio

| File | Mark | Ser. No. | Date Filed | Reg. No. | Date Reg. | Int'l Class | Goods/Services | Owner of Record | Status | Next Action: | Due: |
|--------------|---------------------------------|------------|------------|-----------|-----------|------------------|---|---|--|------------------|-----------|
| U.S. Federal | CHEM-KOOL Block Letters | 78-661,763 | 30-Jan-05 | | | 4. | (INT. CL. 4) CHEMICAL LUBRICANT FOR AUTOMOTIVE AIR CONDITIONER | ORIGINAL APPLICANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Pending - published for opposition | | |
| U.S. Federal | TRANS-GARD Stylized Letters | 76-570,682 | 20-Jan-04 | | | 1. | (INT. CL. 1) AUTOMATIC TRANSMISSION ADDITIVES; CHEMICAL GASOLINE ADDITIVES; CHEMICAL MOTOR OIL ADDITIVES; CHEMICAL ADDITIVES FOR FUEL TREATMENT; OCTANE BOOSTER; FUEL CHEMICAL ADDITIVES; DEGREASING PREPARATIONS USED IN THE MANUFACTURING PROCESS, FOR ENGINES | ORIGINAL APPLICANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Abandoned - Failure To Respond | n/a | n/a |
| U.S. Federal | DRAGN | 76-472,573 | 4-Dec-02 | 2,828,439 | 6-Apr-04 | 1, 3. | (INT. CL. 1) CHEMICAL GASOLINE ADDITIVES; CHEMICAL MOTOR OIL ADDITIVES; CHEMICAL ADDITIVES FOR FUEL TREATMENT; OCTANE BOOSTER FUEL CHEMICAL ADDITIVES; DEGREASING PREPARATIONS USED IN THE MANUFACTURING PROCESS FOR USE ON ENGINES (INT. CL. 3) AUTOMOTIVE CLEANING PREPARATIONS, NAMELY, CARBURETOR, INTAKE VALVE, FUEL INJECTOR AND CHOKE CLEANERS; BRAKE CLEANERS; DEGREASING PREPARATIONS NOT USED IN THE MANUFACTURING PROCESS FOR USE ON ENGINES | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Registered | Affidavit of Use | 6-Apr-10 |
| U.S. Federal | DRAGM and Design | 76-472,569 | 4-Dec-02 | 2,866,078 | 27-Jul-04 | 1, 3, 16. | (INT. CL. 1) CHEMICAL GASOLINE ADDITIVES; CHEMICAL MOTOR OIL ADDITIVES; CHEMICAL ADDITIVES FOR FUEL TREATMENT; OCTANE BOOSTER FUEL CHEMICAL ADDITIVES; DEGREASING PREPARATIONS USED IN THE MANUFACTURING PROCESS FOR USE ON ENGINES (INT. CL. 3) AUTOMOTIVE CLEANING PREPARATIONS, NAMELY, CARBURETOR, INTAKE VALVE, FUEL INJECTOR AND CHOKE CLEANERS; BRAKE CLEANERS; DEGREASING PREPARATIONS NOT USED IN THE MANUFACTURING PROCESS FOR USE ON ENGINES (INT. CL. 16) AUTOMOTIVE DECALS | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Registered | Affidavit of Use | 27-Jul-10 |
| U.S. Federal | CHEMTOOL BY BERRYMAN and Design | 76-504,261 | 23-Aug-01 | 2,876,911 | 31-Aug-04 | 1, 3, 4, 16, 25. | (INT. CL. 1) CHEMICAL ADDITIVES, NAMELY, GASOLINE, FUEL AND MOTOR OIL ADDITIVES (INT. CL. 3) AUTOMOBILE CLEANERS, NAMELY, CARBURETOR AND CHOKE CLEANERS, BRAKE CLEANERS AND ENGINE DEGREASERS (INT. CL. 4) AUTOMOBILE LUBRICANTS, FUEL AND MOTOR OIL ADDITIVES (INT. CL. 16) POSTERS (INT. CL. 26) CLOTHING, NAMELY, JACKETS AND T-SHIRTS | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Registered Inherent to Use Application | Affidavit of Use | 31-Aug-10 |

TRADEMARK

REEL: 003997 FRAME: 0844

BERRYMAN PRODUCTS, INC. - U.S. TRADEMARK FURNURE

| File | Mark | Ser. No. | Date Filed | Reg. No. | Date Reg. | Int'l Class | Goods/Services | Owner of Record | Status | Next Action: | Due: |
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| U.S. Federal | CHEM TOOLER | 76-068,919 | 14-Jun-00 | 2,762,191 | 19-Sep-03 | 1, 3, 4, 18, 25 | (INT. CL. 1) CHEMICAL ADDITIVES FOR FUEL AND MOTOR OIL (INT. CL. 3) CARBURETOR AND CHOKE CLEANERS; BRAKE CLEANERS; ENGINE DEGREASERS (INT. CL. 4) GASOLINE, NON-CHEMICAL ADDITIVES FOR FUEL AND MOTOR OIL; AUTOMOTIVE LUBRICANTS (INT. CL. 15) POSTERS (INT. CL. 25) CLOTHING, NAMELY, JACKETS AND T-SHIRTS | OWNER AT PUBLICATION: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Registered Inherent to Use Application | Affidavit of Use | 9-Aug-09 |
| U.S. Federal | DESIGN ONLY | 76-069,917 | 14-Jun-00 | 2,533,751 | 29-Jan-02 | 1, 16, 25 | (INT. CL. 1) < CHEMICALS > CHEMICAL GASOLINE ADDITIVES; CHEMICAL MOTOR OIL ADDITIVES; CHEMICAL ADDITIVES FOR FUEL TREATMENT; OCTANE BOOSTER FUEL CHEMICAL ADDITIVES; DEGREASING PREPARATIONS USED IN THE MANUFACTURING PROCESS; FOR ENGINES (INT. CL. 16) POSTERS (INT. CL. 25) T-SHIRTS | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Registered | Affidavit of Use | 28-Jan-08 |
| U.S. Federal | CHEM TOOLER and Design | 76-024,648 | 12-Apr-00 | 2,786,218 | 16-Dec-03 | 1, 3, 4 | (INT. CL. 1) CHEMICAL GASOLINE ADDITIVES; CHEMICAL MOTOR OIL ADDITIVES; CHEMICAL ADDITIVES FOR FUEL TREATMENT; OCTANE BOOSTER FUEL CHEMICAL ADDITIVES; DEGREASING PREPARATIONS USED IN THE MANUFACTURING PROCESS; FOR ENGINES (INT. CL. 3) CARBURETOR AND CHOKE CLEANERS; BRAKE CLEANERS; DEGREASING PREPARATIONS NOT USED IN THE MANUFACTURING PROCESS FOR USE ON ENGINES (INT. CL. 4) AUTOMOTIVE LUBRICANTS; ALL PURPOSE LUBRICANTS | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Registered Inherent to Use Application | Use | 12/18/2009 |
| U.S. Federal | TIRE SEAL-R | 75-916,431 | 10-Feb-00 | 2,508,246 | 13-Nov-01 | 1 | TIRE SEALANT | ORIGINAL APPLICANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Registered Supplemental Register Inherent to Use - Application | Use | 11/13/2007 |
| U.S. Federal | B-11 LUBREX | 76-916,429 | 10-Feb-00 | | | 4 | LUBRICANTS FOR USE IN CONNECTION WITH ENGINES, TRANSMISSIONS, AND MACHINERY PARTS | OWNER AT PUBLICATION: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Abandoned - No Statement of Use Filed Inherent to Use - Application Inherent To Use - Current | Use | n/a |

Berrymen Products, Inc. -U.S. Trademark Portfolio

| File | Mark | Ser. No. | Date Filed | Reg. No. | Date Reg. | Int'l Class | Goods/Services | Owner of Record | Status | Next Action: | Due: |
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| U.S. Federal | HIGH ENERGY SOLVENT TECHNOLOGY | 75-902,587 | 24-Jan-00 | | | 7 | FUEL ADDITIVES AND ENGINE PARTS CLEANERS, NAMELY MOTOR CLEANERS, CARBURETOR CLEANERS, ENGINE DEGREASERS, BRAKE CLEANERS AND PARTS CLEANERS | ORIGINAL APPLICANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Abandoned - Express Intent to Use - Application Intent To Use - Current | n/a | n/a |
| U.S. Federal | H. E. S. T. | 75-886,758 | 14-Jan-00 | 2,846,401 | 5-Nov-02 | 1, 3, | (INT. CL. 1) CHEMICAL ADDITIVES FOR FUEL TREATMENT; FUEL INJECTION CLEANER CHEMICAL ADDITIVES; OCTANE BOOSTER FUEL CHEMICAL ADDITIVE (INT. CL. 3) CARBURETOR AND CHOKE CLEANING PREPARATIONS; CLEANING PREPARATIONS FOR MOTORS AND ENGINES, AND FOR VEHICLE BRAKES AND PARTS; DEGREASING PREPARATIONS FOR MOTORS AND ENGINES | OWNER AT PUBLICATION: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Registered Intent to Use Application | Abandon of Use | 11/5/2008 |
| U.S. Federal | THE H. E. S. T. TEST | 75-886,767 | 14-Jan-00 | | | 1, 3, | (INT. CL. 1) CHEMICAL ADDITIVES FOR FUEL TREATMENT; FUEL INJECTION CLEANER CHEMICAL ADDITIVES; OCTANE BOOSTER FUEL CHEMICAL ADDITIVE (INT. CL. 3) CARBURETOR AND CHOKE CLEANING PREPARATIONS; CLEANING PREPARATIONS FOR MOTORS AND ENGINES, AND FOR VEHICLE BRAKES AND PARTS; DEGREASING PREPARATIONS FOR MOTORS AND ENGINES | OWNER AT PUBLICATION: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 760115474 | Abandoned - No Statement of Use Filed Intent to Use - Application Intent To Use - Current | n/a | n/a |
| U.S. Federal | HIBERNATOR | 74-647,501 | 16-Mar-95 | 2,095,578 | 9-Sep-97 | 1, | GASOLINE, FUEL AND MOTOR OIL ADDITIVES | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 EAST RANDOL MILL ROAD, ARLINGTON, TX(Texas), 76011 | Registered Section 8 & 15 - Accepted & Acknowledged Intent to Use - Application | Final Renewal | 09/2007 |
| U.S. Federal | ENVIROGRADE | 74-046,289 | 6-Apr-90 | | | 3, | CLEANER FOR VEHICLE BRAKES AND VEHICLE BRAKE SYSTEMS | OWNER AT PUBLICATION: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 EAST RANDOL MILL ROAD, ARLINGTON, TX(Texas), 76011 | Abandoned - No Statement of Use Filed Intent to Use - Application Intent To Use - Current | n/a | n/a |

Berryman Products, Inc. - U.S. Trademark Portfolio

| File | Mark | Ser. No. | Date Filed | Reg. No. | Date Reg. | Int'l Class | Goods/Services | Owner of Record | Status | Next Action: | Due: |
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| U.S. Federal | BIOGRADE | 74-026,915 | 14-Feb-90 | 1,680,754 | 24-Mar-92 | 3, | DEGREASING COMPOUNDS FOR ENGINES | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 EAST RANDOL MILL ROAD, ARLINGTON, TX(Texas), 76011 | Renewed Intent to Use - Application | Next Renewal | 4/24/2012 |
| U.S. Federal | GAS BLAST and Design | 73-372,280 | 28-Jun-82 | 1,276,640 | 8-May-84 | 3, | (INT. CL. 3) ENGINE CLEANING PREPARATION-NAMELY, LIQUID FUEL SYSTEM CLEANER AND CLEANER BOOSTER CONTAINING SOLVENTS, DETERGENTS, AND CATALYSTS FOR ENHANCING THE CLEANING PROPERTIES PRESENT IN MOTOR FUELS | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (California Corporation), 3800 E. RANDOL MILL RD., ARLINGTON, TX(Texas), 76011 | Registered Cancelled - Section 8 | nila | nila |
| U.S. Federal | B 33 | 73-267,600 | 24-Jun-80 | 1,192,951 | 6-Apr-82 | 3, | CLEANERS AND DEGREASERS | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (California Corporation), 3800 E. RANDOL MILL RD., ARLINGTON, TX(Texas), 76011 | Renewed Registered and Renewed | Next Renewal | 4/8/2012 |
| U.S. Federal | B-12 CHEMTUOL Stylized Letters | 73-004,688 | 28-Oct-73 | 897,229 | 5-Nov-74 | 4, | (INT. CL. 4) ADDITIVE TO FUEL AND LUBRICANT FOR DISSOLVING GUM AND VARNISH | 2ND NEW OWNER ENTERED AFTER REGISTRATION: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 EAST RANDOL MILL ROAD, ARLINGTON, TX(Texas), 76011 | Renewed Registered and Renewed | Next Renewal | 11/5/2014 |
| U.S. Federal | BERRYMAN SINCE 1916 and Design | 72-487,149 | 31-Aug-73 | 1,016,024 | 28-Aug-76 | 1, 2, 3, 4, 17, | (U.S. CL. 9) TIRE SEALANT (U.S. CL. 6) METAL RUST PENETRATING SURFACTANT, BELT DRESSING, AND AUTOMOBILE RADIATOR SEALING PREPARATION CONTAINING A RUST INHIBITOR (U.S. CL. 15) FUEL OR LUBRICANT ADDITIVES, AUTOMATIC TRANSMISSION SEALER AND CONDITIONER, LUBRICATING SPRAY, AND OIL ADDITIVE (U.S. CL. 16) PREPARATION FOR RUST AND CORROSION PREVENTION (U.S. CL. 52) CHEMICAL COMPOUND FOR CLEANING, LUBRICATING AND PREVENTING DETERIORATION OF ELECTRICAL CONTACTS, CARBURETOR AND METAL PARTS CLEANER, COOLING SYSTEM CLEANER AND CONDITIONER, AND HAND CLEANER | 1ST NEW OWNER ENTERED AFTER REGISTRATION: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 76011 | Renewed Registered and Renewed | Next Renewal | 9/25/2015 |

| FI# | Mark | Ser. No. | Date Filed | Reg. No. | Date Reg. | Int'l Class | Goods/Services | Owner of Record | Status | Next Action: | Due: |
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| U.S. Federal | TITE-GRIP | 72-487,148 | 31-Aug-73 | 983,558 | 24-Sep-74 | 4, | (U.S. CL. 6) BELT DRESSING | 1ST NEW OWNER ENTERED AFTER REGISTRATION: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3600 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 76011 | Renewed Registered and Renewed | Next Renewal | 9/24/2014 |
| U.S. Federal | SEALEX | 72-225,922 | 18-Aug-65 | 818,502 | 15-Nov-66 | 1, | TIRE SEALANT | | Expired | n/a | n/a |
| U.S. Federal | CHEM-DIP | 72-217,522 | 28-Apr-65 | 806,084 | 22-Mar-66 | 3, | CARBURETOR CLEANER | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (California Corporation), BERRYMAN PRODUCTS, P.O. BOX 1016, SAN JOSE, CA(California) | Renewed Registered and Renewed | Next Renewal | 4/22/2016 |
| U.S. Federal | CHEMSEAL | 72-217,521 | 26-Apr-65 | 811,233 | 19-Jul-66 | 4, | AUTOMATIC TRANSMISSION SEALER AND CONDITIONER | ORIGINAL REGISTRANT: BERRYMAN PRODUCTS, INC. (California Corporation), P.O. BOX 1016, SAN JOSE, CA(California) | Renewed Registered and Renewed | Next Renewal | 1/19/2007 (per client, file at end of grace period if at all) |
| U.S. Federal | SEALEX | 72-185,566 | 29-Jan-64 | 793,884 | 15-Jun-65 | 1, | AUTOMOBILE RADIATOR SEALING PREPARATION CONTAINING A RUST INHIBITOR | | Expired | n/a | n/a |
| U.S. Federal | STA-KOTE | 72-181,276 | 23-Jan-63 | 785,234 | 18-Feb-64 | 1, | CHEMICAL COMPOUND OR MIXTURE FOR CLEANING, LUBRICATING AND PRE-VENTING DETERIORATION OF ELECTRICAL CONTACTS | | Expired | n/a | n/a |
| U.S. Federal | EZ DOZ-IT | 72-118,322 | 21-Apr-61 | 734,401 | 17-Jul-62 | 1, | METAL RUST PENETRATING SURFACTANT WITH INCIDENTAL LUBRICATING PROPERTIES | 2ND NEW OWNER ENTERED AFTER REGISTRATION: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3600 E. RANDOL MILL ROAD, ARLINGTON, TX(Texas), 76011 | Renewed Registered and Renewed | Next Renewal | 7/17/2012 |

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| U.S. Federal | CHEMTOOL | 72-077,988 | 20-Jul-89 | 987,357 | 10-May-60 | t, | FUEL OR LUBRICANT ADDITIVES WITH PROPERTIES FOR REMOVING SLUDGE, VARNISH, AND CARBON | 2ND NEW OWNER ENTERED AFTER REGISTRATION: BERRYMAN PRODUCTS, INC. (Texas Corporation), 3800 E. RANDOL MILL ROAD, ARLINGTON, TX (Texas), 760119474 | Renewed Registered and Renewed | Next Renewal | 6/10/2010 |