

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement Supplement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
H2Oil Recovery Services, Inc.		06/16/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation c/o GE Commercial Finance		
<b>Street Address:</b>	201 Merritt 7		
<b>Internal Address:</b>	PO Box 5201		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851-1056		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3471970	212 RESOURCES	
<b>Registration Number:</b>	3389647	212RESOURCES	
<b>Serial Number:</b>	77331265	STEAM DRIVEN CONSERVATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)615-5243		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-758-2328		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	Daniel Allison		
<b>Address Line 1:</b>	1001 Fannin Street		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6760		
<b>ATTORNEY DOCKET NUMBER:</b>	GEE250/29000		
<b>NAME OF SUBMITTER:</b>	Daniel Allison		

CH \$90.00 3471970

**900136647**

**TRADEMARK**  
**REEL: 004007 FRAME: 0610**

Signature:	/danielallison/
Date:	06/18/2009
<b>Total Attachments: 7</b> source=Security Agreement Supplement 6-18-09#page1.tif source=Security Agreement Supplement 6-18-09#page2.tif source=Security Agreement Supplement 6-18-09#page3.tif source=Security Agreement Supplement 6-18-09#page4.tif source=Security Agreement Supplement 6-18-09#page5.tif source=Security Agreement Supplement 6-18-09#page6.tif source=Security Agreement Supplement 6-18-09#page7.tif	

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of June 16, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 11, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the H2Oil Recovery Services, Inc., as Borrower, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated September 11, 2007, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Loan Parties;

WHEREAS, Borrower executed and delivered that certain Trademark Security Agreement (the "Original Agreement"), dated as of September 11, 2007, which covers certain collateral as more fully described therein and was filed with the United States Patent and Trademark office;

WHEREAS, Grantor has acquired rights to certain new trademarks after the date of the Original Agreement (the "New Collateral"); and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Supplement Agreement covering the New Collateral;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder and for other good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges, assigns, transfers and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a

Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

Section 4. Grantor Reaffirms Grants in the Guaranty and Security Agreement and the Original Agreement. Grantor hereby reaffirms the interest granted pursuant to the Guaranty and Security Agreement and the Original Agreement, pursuant to which Grantor conveyed a lien on and interest in all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, all renewals and extensions of the foregoing, all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 6. Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**H2OIL RECOVERY SERVICES, INC.**  
as Grantor

By:   
Name: Michael J. Zammit  
Title: CFO

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT

*2*  
*6-16-09*

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Administrative Agent

By: \_\_\_\_\_  
Name: Randall Hornick  
Title: Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

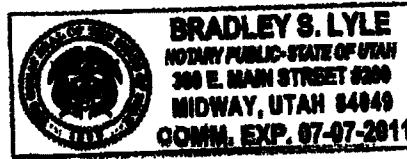
STATE OF Utah  
COUNTY OF Wasatch ss.

On this 16 day of June, 2009 before me personally appeared MICHAEL J. ZWANN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of H2Oil Recovery Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Bradley S. Lyle  
Notary Public

Printed Name: Bradley S. Lyle

My Commission Expires: 7/7/2011



Notarial Seal

ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Z  
6-16-09



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**Trademark Registrations**

A. REGISTERED TRADEMARKS

(i) 212 Resources design plus words, letters, and/or numbers; Serial Number 77354690; USPTO Registration Number 3,471,970 issued on July 22, 2008.

(ii) 212Resources standard character mark; Serial Number 77171097; USPTO Registration Number 3,389,647 issued on February 26, 2008.

B. TRADEMARK APPLICATIONS

(i) Steam Driven Conservation character mark; Serial Number 77331265; filed on November 16, 2007.