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TO: LAURA PHILLIPS COMPANY: 1100 PEACHTREE STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/13/2009
900138458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cimarron Energy Inc.		06/24/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	FirstLight Funding I, LTD.		
Street Address:	280 Park Avenue		
Internal Address:	22nd Floor East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Cayman Islands limited liability company:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76688777	A-R-C	
Serial Number:	76688776	T-O-R-C-H	
CORRESPONDENCE DATA			
Fax Number:	(404)541-3255		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 815-6500		
Email:	lauphillips@kilpatrickstockton.com		
Correspondent Name:	Laura Phillips		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Marie Campbell		
Signature:	/Marie Campbell/		

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Date:

07/13/2009

Total Attachments: 14

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EXECUTION COPY**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is between CIMARRON ENERGY INC., a Delaware corporation (the "Borrower"), and FIRSTLIGHT FUNDING I, LTD. (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of August 17, 2007 (as the same has been and may be amended, restated, modified or supplemented from time to time, the "Credit Agreement") by and among the Borrower, as the Borrower, the Lenders party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, the Borrower and the Administrative Agent on behalf of the Secured Parties have entered into that certain Borrower Security Agreement, dated as of August 17, 2007 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, the Borrower has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest to, among other things, all Intellectual Property of the Borrower to secure the payment of the Obligations; and

WHEREAS, to secure the due and punctual payment and performance of the Obligations (as defined in the Credit Agreement), the Borrower wishes to grant to the Administrative Agent, on behalf of the Secured Parties (as defined below), a security interest in the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

(a) The following terms shall have the following meanings as used in this agreement:

"Administrative Agent" has the meaning assigned to such term in the preamble.

"After-Acquired Intellectual Property" has the meaning assigned to such term in Section 3.

"Agreement" means this Intellectual Property Security Agreement, together with all Schedules hereto, as the same may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time.

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"Borrower" has the meaning assigned to such term in the preamble.

"Code" shall mean the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided, that to the extent that the Code is used to define any term herein and such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, any Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

"Copyright License" means any contract, whether written or oral, providing for the grant of any right in, to or under any Copyright, including any of the foregoing listed on Schedule 1 hereto.

"Copyrights" means (a) all registered copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether published or unpublished (including those set forth on Schedule 1 hereto), all registrations and recordings thereof, and all applications in connection therewith and rights corresponding thereto throughout the world, including all registrations, recordings and applications in the United States Copyright Office, and (b) all other rights of any kind whatsoever accruing thereunder or pertaining thereto including rights to receivables and royalties from the exploitation thereof.

"Credit Agreement" has the meaning assigned to such term in the preamble.

"General Intangibles" means all "general intangibles" as such term is defined in Article 9 of the Code and, in any event, including all goodwill, industrial designs, internet domain names, Payment Intangibles, programs, software, software codes, programming material, tax refunds, advertiser lists, vendor lists, catalogs and other printed materials, publications, indexes, lists, data and other documents and papers relating thereto, blueprints, designs, charts, and research and development, whether on paper, recorded electronically or otherwise, and any rights in and to the foregoing, whether under license or otherwise.

"Intellectual Property" means the (a) Trademarks; (b) Patents and other inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (c) Trade Secrets; (d) Copyrights published and unpublished works of authorship, whether copyrightable or not (including without limitation customer lists, software, databases and other compilations of information), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; and (e) all domain names, other intellectual property and proprietary rights.

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“Intellectual Property Collateral” shall have the meaning given such term in Section 2 hereof.

“Intellectual Property Licenses” means the Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses.

“Obligations” shall mean, “Obligations” under and as defined in the Credit Agreement as in effect from time to time.

“Patent License” means all contracts providing for the grant of any right to, directly or indirectly, manufacture, use, import, export, distribute or sell any invention covered in whole or in part by a Patent, including any of the foregoing set forth on Schedule 2 hereto.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (a) all letters patent of the United States, or any other country, all registrations and recordings thereof, all applications for letters patent of the United States or any other country (including those set forth on Schedule 2 hereto), including 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 or Territory thereof, or any other country and all patentable inventions and improvements described and claimed in any of the foregoing, (b) all reissues, continuations, continuations-in-part, divisions, renewals, or extensions thereof and all amendments and supplements thereto and improvements thereon, (c) all patent licenses held by any Credit Party and (d) including in the case of each of (a), (b) and (c), all rights corresponding thereto in the United States and in every other country, including the right to make, use, lease, license, sell and otherwise transfer the technology or inventions disclosed therein, all income and proceeds thereof and all license royalties and proceeds of infringement suits.

“Proceeds” means all “proceeds” as such term is defined in Article 9 of the Code of Collateral and, in any event, shall include all dividends or other income from the Investment Property and Intellectual Property constituting Collateral, collections thereon or distributions or payments with respect thereto.

“Secured Party” shall mean any holder from time to time of any Obligation and shall include the Administrative Agent.

“Trademark License” means any contract providing for the grant of any right in, to or under any Trademark, including the foregoing set forth on Schedule 3 hereto.

“Trademarks” means all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade dress, service marks, certification marks, collective marks, logos, all indicators of the source of goods or services, designs and general intangibles of a like nature (including those set forth on Schedule 3 hereto), all registrations and applications for any of the foregoing, but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark

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Office, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, which are owned or licensed by a Credit Party.

(b) All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Credit Agreement, or, if not defined therein, in the Code.

(c) References in this Agreement to "Articles", "Sections", "Schedules" or "Exhibits" shall be to Articles, Sections, Schedules or Exhibits of or to this Agreement unless otherwise specifically provided. Any of the terms defined in this Section 1 may, unless the context otherwise requires, be used in the singular or plural depending on the reference. The terms "include", "includes" and "including" as used herein shall be deemed to be followed by the words "without limitation" whether or not they are in fact followed by such words or words of like import. The terms "writing", "written" and comparable terms as used herein refer to printing, typing and other means of reproducing words in a visible form. References "from" or "through" any date herein mean, unless otherwise specified, "from and including" or "through and including", respectively. References to any statute and related regulation herein shall include any amendments of the same and any successor statutes and regulations. Unless otherwise expressly provided herein, references herein to any agreement or contract herein are to such agreement or contract and any and all amendments, supplements, extensions, restatements, replacements, refinancings or other modifications thereof. References to any Person herein shall be deemed to include the successors and permitted assigns of such Person. The words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Any of the terms defined herein may be used in either the singular or the plural. The terms "payment in full", "paid in full" and any other similar terms or phrases when used herein with respect to the Obligations means the unconditional, final and irrevocable payment in full, in immediately available funds, of all of the Obligations, in each case, unless otherwise specified, other than indemnification and other contingent obligations not then due and payable.

SECTION 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY.

(a) The Borrower hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a first priority Lien and security interest in all of the following property of the Borrower now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Intellectual Property Collateral"), as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) and observance of all Obligations under the Loan Documents:

- (i) all Intellectual Property and Intellectual Property Licenses;
- (ii) all books, records, ledger cards, files, correspondence and similar items that at any time pertain to or evidence or contain information relating to any of the

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foregoing or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(iii) all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing; and

(iv) to the extent not otherwise included, all other personal property, whether tangible or intangible, of Borrower and all Proceeds, products, accessions, rents, issues and profits of any and all of the foregoing and all collateral security, supporting obligations and guarantees given by any person with respect to any of the foregoing;

provided that no security interest shall be granted in any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under Applicable Law.

SECTION 3. REPRESENTATIONS AND WARRANTIES, COVENANTS.

(a) All registered Copyrights and Copyright Licenses of the Borrower are set forth in Schedule 1 hereto. The Borrower (i) will employ each Copyright and Copyright License owned by the Borrower and (ii) will not knowingly (and will not knowingly permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such registered Copyright or Copyright License would be reasonably likely to become invalidated or otherwise impaired. The Borrower shall not knowingly (either itself or through licensees) do any act which would be reasonably likely to cause any registered Copyright or Copyright License owned by the Borrower to fall into the public domain.

(b) All Patents and Patent Licenses of the Borrower are set forth in Schedule 2 hereto. The Borrower shall not do any act, or omit to do any act, whereby any Patent or Patent License owned by the Borrower would be reasonably likely to become forfeited, abandoned or dedicated to the public.

(c) All Trademarks and Trademark Licenses of the Borrower are set forth in Schedule 3 hereto. The Borrower shall (i) continue to use each Trademark and Trademark License in order to maintain such Trademark or Trademark License in full force free from any claim of abandonment for non-use, (ii) maintain, consistent with reasonable business judgment, the quality of products and services offered under each Trademark and Trademark License owned by the Borrower and take all commercially reasonable steps to ensure that all licensed or sub-licensed users of any Trademark or Trademark License maintain quality standards as established by the Borrower, (iii) use reasonable efforts to use each Trademark and Trademark License owned by the Borrower with the appropriate notice of registration and all other notices and legends required by Applicable Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any Trademark unless the Administrative Agent, for the benefit of the Secured Parties, shall be entitled to obtain a perfected security interest in such mark pursuant to this Agreement and the Loan Documents, and (v) not knowingly (and not knowingly permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any

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act whereby any Trademark or Trademark License would be reasonably likely to become invalidated or impaired in any material way.

(d) To the knowledge of the Borrower, the conduct of the Borrower does not infringe or otherwise violate the rights of any third party in any respect and there is no litigation, opposition, cancellation, proceeding, objection or claim pending, or, to the knowledge of the Borrower, asserted or threatened against the Borrower concerning the ownership, validity, registerability, enforceability, infringement or use of, or licensed right to use, any Intellectual Property Collateral.

(e) The Borrower agrees that it shall not do any act that uses any Intellectual Property or any Intellectual Property License to infringe, misappropriate or violate the intellectual property rights of any other Person if such act is either (i) done knowingly in violation of such other person's rights or (ii) otherwise could reasonably be expected to have a Materially Adverse Effect.

(f) The Borrower shall use, and use commercially reasonable efforts to cause its licensees to use, proper statutory notice in connection with the use of the Intellectual Property and Intellectual Property Licenses owned by the Borrower.

(g) The Borrower shall notify the Administrative Agent if it knows that any application or registration included in the Intellectual Property owned or licensed by the Borrower has become or is reasonably likely to become, forfeited, abandoned or dedicated to the public, or of any materially adverse determination of any Government Entity regarding the Borrower's ownership of or right to use, or the validity of, any such Intellectual Property or the Borrower's right to register the same, to own and maintain the same or use the same.

(h) Promptly upon the Borrower's acquisition or creation of any material copyrightable work, patentable invention, trademark or other similar intellectual property, the Borrower shall apply for registration thereof with the United States Copyright Office, the United States Patent and Trademark Office and any other appropriate office. Whenever the Borrower, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, the Borrower shall report such filing to the Administrative Agent within three Business Days after such filing occurs. Upon request of the Administrative Agent, the Borrower shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to effect, evidence, perfect or otherwise put on public record the Secured Parties' security interest in any Intellectual Property Collateral and in the case of a Trademark, the goodwill and general intangibles of the Borrower relating thereto or represented thereby.

(i) The Borrower shall take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of Intellectual Property owned by the Borrower including the payment of required fees and taxes,

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the filing of responses to office actions issued by the United States Patent and Trademark Office and the United States Copyright Office, the filing of applications for renewal or extension, the filing of affidavits of use and affidavits of incontestability, the filing of divisional, continuation, continuation-in-part, reissue, and renewal applications or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(j) The Borrower shall not, without the prior written consent of the Administrative Agent, discontinue use of or otherwise abandon any of its Intellectual Property Collateral, unless the Borrower shall have determined that such use or the pursuit or maintenance of such Intellectual Property Collateral is no longer desirable in the conduct of the Borrower's business and that the loss thereof could not reasonably be expected to have a Materially Adverse Effect and, in any such case, the Borrower shall have given prompt prior written notice of any such abandonment to the Administrative Agent in accordance herewith.

(k) In the event that the Borrower becomes aware that any Intellectual Property Collateral has been infringed, misappropriated or diluted in any material respect by another party, the Borrower shall take such actions and cause its Affiliates to take such actions, as such the Borrower shall reasonably deem appropriate under the circumstances or, subject to the terms of any Intellectual Property Licenses, as the Administrative Agent may reasonably request, to protect, maintain, enforce and preserve the full value of such Intellectual Property Collateral.

(l) The Borrower agrees that, should it obtain an ownership interest in any item of Intellectual Property or any exclusive license to use Intellectual Property which is not owned by or exclusively licensed to the Borrower as of the date hereof (the "After-Acquired Intellectual Property"), (i) the provisions of Section 2 shall automatically apply thereto, (ii) any such After-Acquired Intellectual Property, and in the case of Trademarks and Trademark Licenses, the goodwill of the business connected therewith or symbolized thereby, shall automatically become part of the Intellectual Property Collateral, and (iii) it shall give prompt (and, in any event within three Business Days after the Borrower acquires such ownership interest or learns of such exclusive license, as applicable) written notice thereof to the Administrative Agent in accordance herewith.

(m) The Borrower agrees to execute such additional documents, with respect to both its Intellectual Property Collateral and any After-Acquired Intellectual Property in order to perfect, protect or record with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable Governmental Authority the security interest granted herein to the Administrative Agent for the benefit of the Secured Parties.

SECTION 4. SECURITY AGREEMENT.

The Borrower hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the Liens and security interests in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference

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herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

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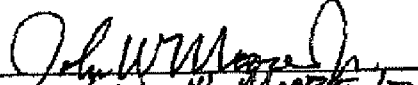
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IN WITNESS WHEREOF, the undersigned have hereunto set their hands by and through their duly authorized representatives as of the day and year first written above.

BORROWER:

CIMARRON ENERGY INC.

By: 
Name: John W. Moore, Jr.
Title: President CEO

ADMINISTRATIVE AGENT:

FIRSTLIGHT FUNDING I, LTD.,
as Administrative Agent

By: _____
Name: _____
Title: _____

CIMARRON ENERGY INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
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IN WITNESS WHEREOF, the undersigned have hereunto set their hands by and through their duly authorized representatives as of the day and year first written above.

BORROWER:

CIMARRON ENERGY INC.

By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT:

FIRSTLIGHT FUNDING I, LTD.,

as Administrative Agent

By: *[Signature]*

Name: BOB BECK

Title: Deputy Authorized Signatory

CIMARRON ENERGY INC.
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ACKNOWLEDGMENT of GRANTOR

STATE OF Oklahoma)

COUNTY OF Cleveland)

On this 24 day of June, 09, before me personally appeared JOHN W. MOORE, JR, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument: on behalf of Cimarron Energy Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company



[Signature]
Notary Public in and for the State of Oklahoma

My commission expires: 4/02/2012

CIMARRON ENERGY INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
ACKNOWLEDGEMENT SIGNATURE PAGE

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Schedule 1
to
Intellectual Property Security Agreement

COPYRIGHTS

None.

COPYRIGHT LICENSES

None.

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Schedule 2
to
Intellectual Property Security Agreement

REGISTERED PATENTS

None.

PATENT APPLICATIONS

OWNER OF RECORD	JURISDICTION	TITLE	APPLICATION OR REGISTRATION NO.	REGISTRATION OR FILING DATE
Cimarron Energy Inc.	U.S.	Burner Ignition Control System	12352272	1/12/2009
Cimarron Energy Inc.	U.S.	High Volume Separator	12456161	5/13/2008

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Schedule 3
to
Intellectual Property Security Agreement

REGISTERED TRADEMARKS

None.

TRADEMARK APPLICATIONS

OWNER OF RECORD	JURISDICTION	MARK	SERIAL NO.	FILING DATE
Cimarron Energy Inc.	U.S.	A-R-C	76688777	11/10/2008
Cimarron Energy Inc.	U.S.	T-O-R-C-H	76688776	1/23/2009