

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY 7140.9

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Zeeco, Inc.
 Zeeco USA, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Oklahoma
 Other limited liability company - Oklahoma

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 06/25/2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JP Morgan Chase, N.A.

Internal Address: _____
 Address: _____

Street Address: 15 East Fifth Street

City: Tulsa

State: Oklahoma

Country: USA Zip: 74103

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Oklahoma

Other _____ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2860681;
 2648748

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gable & Gotwals

Internal Address: Paul E. Rossler

Street Address: 100 W. 5th St., Floor 10

City: Tulsa

State: Oklahoma Zip: 74103

Phone Number: 918-595-4963

Fax Number: 918-595-4990

Email Address: iplaw@gablelaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00


- Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number 50-1971

Authorized User Name Paul E. Rossler

9. Signature:


 Signature

7/16/09

Date

Paul E. Rossler

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**AMENDED AND RESTATED
SECURITY AGREEMENT
(Zeeco, Inc. and Zeeco USA, LLC Patents and Trademarks)**

Reference is made to (i) that certain Second Amended and Restated Credit Agreement dated June 25, 2009 (the "Domestic Credit Agreement"), by and between Zeeco, Inc., an Oklahoma corporation ("Zeeco") and Zeeco USA, LLC, an Oklahoma limited liability company ("Zeeco USA," and collectively with Zeeco the "Pledgors"), JPMorgan Chase Bank, N.A., as the Administrative Agent (the "Administrative Agent") and the Collateral Agent (the "Collateral Agent", and in either or both capacities the "Agent" or "Secured Party") for the Lenders party thereto (the "Domestic Lenders") and for JPMorgan Chase Bank, N.A., as the Export-Related Lender thereunder and (ii) that certain Borrower Agreement, Fast Track Borrower Agreement Supplement and Amended and Restated Fast Track Export Loan Agreement of the same date (together the "Export Loan Agreement", and collectively with the Domestic Credit Agreement the "Credit Agreements") between Borrower and JPMorgan Chase Bank, N.A., as Lender thereunder (in such capacity the "Export-Related Lender" and collectively with the Domestic Lenders the "Lenders").

1. THE SECURITY. The Pledgors have assigned and granted and hereby assign and grant to Collateral Agent (the "Secured Party") a security interest in the following described property now owned or hereafter acquired by Pledgors or either of them ("Collateral"):

(a) The general intangibles described on Exhibit A, representing all patents, pending patents and patent applications, both foreign and domestic, and all Pledgors' interest in all unpatented or unpatentable inventions owned by either Pledgor or in which either Pledgor has any interest; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(b) The general intangibles described on Exhibit B, representing all trademarks, service marks, and trade names owned by either Pledgor or in which either Pledgor has any interest, both foreign and domestic, including all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(c) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

(d) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

This Agreement has been entered into in conjunction with the security interests granted to Secured Party under (i) that certain Security Agreement and Assignment dated February 21, 2007, by Zeeco in favor of the Secured Party named therein, as amended by that certain Ratification, Amendment and Release dated as of February 12, 2008 and that certain Ratification, Amendment and Release of even date herewith by Zeeco and acknowledged by Collateral Agent (as so amended, the "Existing Zeeco Security Agreement") and (ii) that certain Security Agreement and Assignment dated of even date herewith by Zeeco USA in favor of the Collateral Agent (collectively with the Existing Zeeco Security Agreement the "Security Agreements"). The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreements, all terms and provisions of which are incorporated herein by reference.

2. SECURED OBLIGATIONS. The Collateral secures payment and performance of all obligations and indebtedness of Pledgors under the Credit Agreements, the "Loan Documents" described in the Domestic Credit Agreement, the Export Loan Agreement, and the "Financing Documents" described in the Export Loan Agreement, all of which are hereinafter collectively referred to as the "Secured Obligations".

3. PLEDGORS' COVENANTS. The Pledgors represents, covenants and warrants that unless compliance is waived by Secured Party in writing:

(a) The Pledgors will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Pledgors' chief executive office is located in the state specified on the signature page hereof. In addition, the Pledgors are organized under the laws of the state specified on such signature page. The Pledgors shall give Secured Party at least thirty (30) days notice before changing their chief executive office or state of incorporation or organization. The Pledgors will notify Secured Party in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) Unless otherwise agreed, the Pledgors have not granted and will not grant any security interest in any of the Collateral except to Secured Party, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of Secured Party.

(d) The Pledgors will promptly notify Secured Party in writing of any event which affects the value of the Collateral, the ability of the Pledgors or Secured Party to dispose of the Collateral, or the rights and remedies of Secured Party in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(e) The Pledgors shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect Secured Party's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgors' default for failure to make any such payment, Secured Party at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Secured Obligations and bear

interest at the rate set out in the Secured Obligations. The Pledgors agrees to reimburse Secured Party on demand for any Collateral Costs so incurred.

(f) Until Secured Party exercises its rights to make collection, the Pledgors will diligently collect all Collateral.

(g) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgors shall immediately deliver such document to Secured Party, together with any necessary endorsements.

(h) The Pledgors will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of Secured Party

(i) Exhibit A to this Agreement is a complete list of all patents and all applications therefor, in which either of the Pledgors has any right, title, or interest, throughout the world. To the extent required by Secured Party in its discretion, the Pledgors will promptly notify Secured Party of any acquisition (by adoption and use, purchase, license or otherwise) of any patent and applications therefor, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A. The Pledgors authorize Secured Party, without notice to the Pledgors, to modify this Agreement by amending Exhibit A to include any such Collateral.

(j) Exhibit B to this Agreement is a complete list of all trademark and service mark registrations, and all applications therefor, in which either of the Pledgors has any right, title, or interest, throughout the world. To the extent required by Secured Party in its discretion, the Pledgors will promptly notify Secured Party of any acquisition (by adoption and use, purchase, license or otherwise) of any trademark or service mark registration, and applications therefor, and unregistered trademarks and service marks, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit B. The Pledgors authorizes Secured Party, without notice to the Pledgors, to modify this Agreement by amending the Exhibit to include any such Collateral. The Pledgors authorizes Secured Party, without notice to the Pledgors, to modify this Agreement by amending Exhibit B to include any such Collateral.

(k) The Pledgors will, at their expense, diligently prosecute all patent, trademark or service mark applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgors pursuant to the terms of their intellectual property management program. The Pledgors also will promptly make application on any patentable but unpatented inventions, and registerable but unregistered trademarks and service marks. The Pledgors will at their expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than Secured Party and will, at their expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgors or Secured Party. The Pledgors will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgors' business, or except with Secured Party's prior written consent.

4. **ADDITIONAL OPTIONAL REQUIREMENTS.** The Pledgors agree that Secured Party may at its option at any time, whether or not the Pledgors are in default:

(a) Require the Pledgors to deliver to Secured Party (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgors to deliver to Secured Party any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to Secured Party the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of Secured Party's interest in the Collateral.

5. **DEFAULTS.** Any one or more of the following shall be a default hereunder:

(a) Any "Event of Default" under the Domestic Credit Agreement or the Export Loan Agreement.

(b) The Pledgors breach any term, provision, warranty or representation under this Agreement.

(c) Secured Party fails to have an enforceable first lien (except for any prior liens to which Secured Party has consented in writing) on or security interest in the Collateral.

(d) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due and liens specifically authorized by the Security Agreements, the Domestic Credit Agreement or the Export Loan Agreement.

6. **SECURED PARTY'S REMEDIES AFTER DEFAULT.** In the event of any default, Secured Party may do any one or more of the following, to the extent permitted by law:

(a) Declare any Secured Obligations immediately due and payable, without notice or demand, as and to the extent contemplated by the Domestic Credit Agreement or the Export Loan Agreement.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Require the Pledgors to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to Secured Party in kind.

(d) Require the Pledgors to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under Secured Party's exclusive control.

(e) Require the Pledgors to assemble the Collateral, including the Books and Records, and make them available to Secured Party at a place designated by Secured Party.

(f) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgors' equipment, if Secured Party deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(g) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgors irrevocably authorize Secured Party to endorse or sign either Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to either Pledgor and remove therefrom any payments and proceeds of the Collateral.

(h) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgors.

(i) Use or transfer any of the Pledgors' rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgors, if Secured Party deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgors agrees that any such use or transfer shall be without any additional consideration to the Pledgors. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgors has any right or interest, whether by ownership, license, contract or otherwise.

(j) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgors hereby consent to the appointment of such a receiver and agree not to oppose any such appointment.

(k) Take such measures as Secured Party may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgors hereby irrevocably constitutes and appoints Secured Party as the Pledgors' attorney-in-fact to perform all acts and execute all documents in connection therewith.

(l) Exercise any other remedies available to Secured Party at law or in equity.

7. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by Secured Party to enforce any provision shall not preclude Secured Party from enforcing any such provision thereafter.

(b) The Pledgors shall, at the request of Secured Party, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as Secured Party may reasonably deem necessary.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. To the extent that Secured Party has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Agreement shall be the forum provided in the Credit Agreement and the Export Loan Agreement, to which jurisdiction the Pledgors irrevocably submits and to which venue the Pledgors waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.

(d) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(e) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(f) In the event of any action by Secured Party to enforce this Agreement or to protect the security interest of Secured Party in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgors agrees to pay immediately the costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law.

(g) In the event Secured Party seeks to take possession of any or all of the Collateral by judicial process, the Pledgors hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(h) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between Secured Party and the Pledgors shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(i) Secured Party's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by Secured Party of any of the Secured Obligations or the Collateral, Secured Party thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but Secured Party shall retain all rights and powers hereby given with respect to any of the Secured Obligations or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgors if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgors.

(j) As to Zeeco, this Agreement amends and restates (but does not extinguish any obligation, lien or security interest under) the Existing Zeeco Security Agreement.

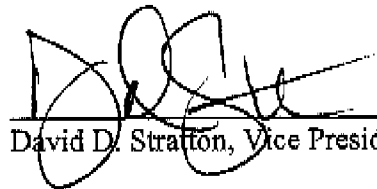
8. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

Dated: June 25, 2009.

[SIGNATURE PAGE FOLLOWS]

**JPMORGAN CHASE BANK, N.A.,
as Collateral Agent**

By:




David D. Stratton, Vice President

Address for Notices:

15 East Fifth Street
Tulsa, Oklahoma 74103

ZEECO, INC.

By:


Darton J. Zink, President

ZEECO USA, LLC

By:


Darton J. Zink, Manager

Pledgors' Location:

22151 East 91st Street
Broken Arrow, Oklahoma 74014

Pledgors' state of incorporation or organization:

OKLAHOMA

Mailing Address (if different
from above):

SAME

EXHIBIT A

Patents

<u>Patent No.</u>	<u>Date</u>	<u>Title</u>
6,979,191	12/27/05	Combustion apparatus and method for radiating wall heating system
US 6,814,570B1	11/9/04	Venturi mixer and combustion assembly
US 6,626,661B1	9/30/03	Fuel ejector and method for reduced NO _x emissions
US 6,499,990B1	12/31/02	Low NO _x burner apparatus and method
US 6,394,792B1	5/28/02	Low No _x burner apparatus
US 6,379,146B1	4/30/02	Flow divider for radiant wall burner
5,980,243	11/9/99	Flat flame
5,542,840	8/6/96	Burner for combusting gas and/or liquid fuel with low NO _x production
5,458,481	10/17/95	Burner for combusting gas with low NO _x production

Pledgors have some interest in the following patent but do not claim to be, and provide no assurance that either of them is, the owner thereof:

5,993,196

EXHIBIT B

Trademarks

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Class</u>
2860681	July 6, 2004	ZEECO	11
2648748	November 12, 2002	ZEECO, INC.	11