

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REXTAC, LLC		07/31/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Patriot Bank		
Street Address:	7500 San Felipe, Suite 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77063		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1488946	REXTAC	
CORRESPONDENCE DATA			
Fax Number:	(713)892-4800		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	lreeves@nathansommers.com		
Correspondent Name:	Lauren Reeves		
Address Line 1:	2800 Post Oak Blvd., 61st Floor		
Address Line 4:	Houston, TEXAS 77056		
ATTORNEY DOCKET NUMBER:	PATRIOT/REXTAC, LLC		
NAME OF SUBMITTER:	James N. Fowler		
Signature:	/s/ James N. Fowler		
Date:	08/04/2009		

OP \$40.00 1488946

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 31st day of July, 2009, between REXTAC, LLC, a Texas limited liability company, having a place of business at 2525 East Pearl, Odessa, Texas 79760 ("Borrower") and PATRIOT BANK, a Texas banking association, having a place of business at 7500 San Felipe, Suite 100, Houston, Texas 77063 ("Lender").

WHEREAS, Borrower owns the Trademarks and Trademark applications listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Borrower and Lender have entered into that certain Loan Agreement dated as of July 31, 2009, as the same may hereafter be amended, restated, modified or supplemented from time to time (the "Loan Agreement");

WHEREAS, pursuant to the terms of the Intellectual Property Agreement, dated as of July 31, 2009, between Borrower and Lender (the "IP Agreement"), Borrower has granted to Lender a security interest in all of the Trademarks 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, as collateral to secure the obligations enumerated in Section 2.2 of the IP Agreement;

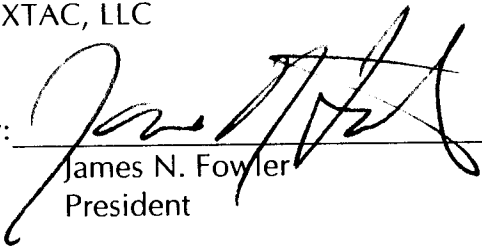
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms and conditions of the Loan Agreement, Borrower does hereby grant to Lender a security interest in the following property, wherever arising or located (the "Trademark Collateral"): all of Borrower's right, title and interest in and to the Trademarks and Trademark Applications 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, interest or license to, including, without limitation, the Trademarks and Trademark Applications listed on Schedule A attached hereto, as the same may be amended from time to time, including all Proceeds (as defined in the IP Agreement) and products of any and all of the foregoing.
2. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademarks and the Trademark Collateral made and granted herein are more fully set forth in the Loan Agreement and the IP Agreement, the terms and provisions of which are incorporated by reference herein. Except as otherwise specified herein, capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the IP Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

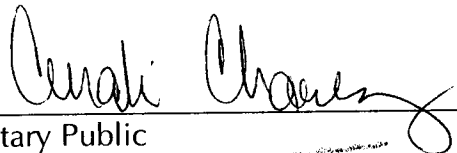
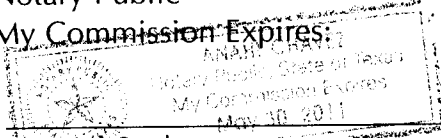
REXTAC, LLC

By: 
James N. Fowler
President

STATE OF TEXAS)
)
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared James N. Fowler, President of REXTAC, LLC, a Texas limited liability company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31st day of July, 2009.


Notary Public
My Commission Expires:

Notarial Seal

SCHEDULE A

Trademarks and Trademark Applications

Trademark:	Registration No.:
REXTAC	1488946