

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
BENCHMARK PERFORMANCE GROUP, INC.		08/11/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	2100 Ross Avenue, Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3118055	GREENSKEEPER
Registration Number:	3036737	GREENLITE
Registration Number:	3088579	GREENSWEEP
Registration Number:	3062236	BENCHMARK
Registration Number:	3048842	BENCHMARK
Registration Number:	3062237	
Registration Number:	3482452	BDS
Registration Number:	3500853	BDS
Registration Number:	3352297	BENCHMARK DISTRIBUTION SERVICES
Registration Number:	3500852	BENCHMARK DISTRIBUTION SERVICES
Registration Number:	3352298	BDS BENCHMARK DISTRIBUTION SERVICES
Registration Number:	3482454	BDS
Registration Number:	3491454	BDS

OP \$490.00 3118055

Registration Number:	3026970	NO LIMITS - KNOW HOW
Registration Number:	3040266	CHEMICAL SERVICES - CHEMICAL SOLUTIONS
Registration Number:	3040265	SLURRYSERVICE
Registration Number:	3034472	SLURRYWATCH
Registration Number:	3588750	E
Registration Number:	3588751	EXCELYTE

CORRESPONDENCE DATA

Fax Number: (703)744-8001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7037448000
Email: bdonovan@pattonboggs.com
Correspondent Name: Matthew J. Laskoski
Address Line 1: 8484 Westpark Dr.
Address Line 2: 9th Floor
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	BENCHMARK SECURITY AGREEM
NAME OF SUBMITTER:	Matthew J. Laskoski
Signature:	/Matthew J. Laskoski/
Date:	08/19/2009

Total Attachments: 22
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of July 31, 2009, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of PNC Bank, National Association, as Agent (the “Agent”) for the Lenders party from time to time to the Credit Agreement referred to below.

WHEREAS, BENCHMARK PERFORMANCE GROUP, INC., a corporation organized under the laws of the State of Texas, BENCHMARK RESEARCH & TECHNOLOGY, LLC, a limited liability company formed under the laws of the State of Delaware, BENCHMARK ENERGY PRODUCTS, LLC, a limited liability company formed under the laws of the State of Texas, BENCHMARK DISTRIBUTION SERVICES, LLC, a limited liability company formed under the laws of the State of Texas, TERRAMARK, L.P., a limited partnership formed under the laws of the State of Texas, and COOPER SMITH, INC., a corporation organized under the laws of the State of Colorado, have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement), with the Agent and the Lenders party thereto;

WHEREAS, BENCHMARK POLYMER PRODUCTS, L.P., a Georgia limited partnership, BENCHMARK ADMINISTRATIVE SERVICES, LLC, a Texas limited liability company, PRIMEQUEST, LLC, a Texas limited liability company, BRT MANAGEMENT, LLC, a Texas limited liability company, and BPP MANAGEMENT, LLC, a Nevada limited liability company, have entered into a Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantor Security Agreement”), dated as of July 31, 2009, in favor of Agent and the Lenders;

WHEREAS, under the terms of the Credit Agreement and the Guarantor Security Agreement, the Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all

registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations or extensions of any of the foregoing, and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by each Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell and/or practice any invention or discovery that is the subject matter of a Patent.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate 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, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all 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 any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Guarantor Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the Guarantor Security

Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Signatures follow.]


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

BENCHMARK POLYMER PRODUCTS, L.P.


By: BPP Management, LLC, its general partner

By: 
Name: H.B. "Skip" Naylor, III
Title: Executive Vice President

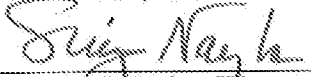
BENCHMARK ADMINISTRATIVE SERVICES, LLC

By: 
Name: H.B. "Skip" Naylor, III
Title: Executive Vice President

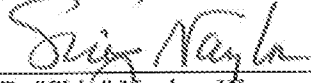
PRIMEQUEST, LLC

By: 
Name: E. Wayne Kinsey, III
Title: President / CEO


BRT MANAGEMENT, LLC

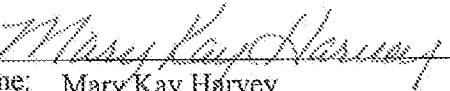
By: 
Name: H.B. "Skip" Naylor, III
Title: Executive Vice President

BPP MANAGEMENT, LLC

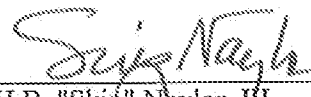
By: 
Name: H.B. "Skip" Naylor, III
Title: Executive Vice President

BENCHMARK PERFORMANCE GROUP, INC.

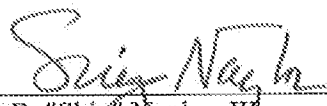
By: 
Name: E. Wayne Kinsey, III
Title: President

By: 
Name: Mary Kay Harvey
Title: Secretary

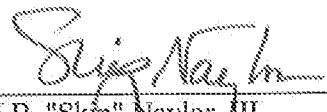
BENCHMARK RESEARCH & TECHNOLOGY,
LLC

By: 
Name: H.B. "Skip" Naylor, III
Title: Executive Vice President

BENCHMARK ENERGY PRODUCTS, LLC

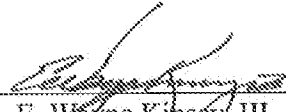
By: 
Name: H.B. "Skip" Naylor, III
Title: Executive Vice President

BENCHMARK DISTRIBUTION SERVICES,
LLC

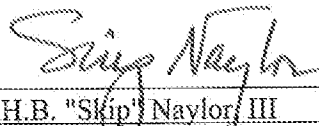
By: 
Name: H.B. "Skip" Naylor, III
Title: Executive Vice President

TERRAMARK, L.P.

By: PrimeQuest, LLC, its general partner

By: 
Name: E. Wayne Kinsey, III
Title: President/CEO

COOPER SMITH, INC.

By: 
Name: H.B. "Skip" Naylor, III
Title: Vice President

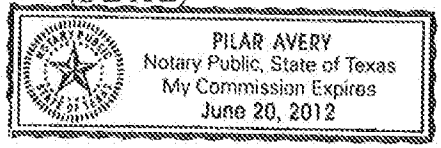
ACKNOWLEDGMENT

STATE OF TEXAS :
 : SS
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2009, personally appeared H.B. "Skip" Naylor, III, to me known personally, who, being by me duly sworn, did say that he/she is the Executive Vice President of BPP Management, LLC, the general partner of Benchmark Polymer Products, L.P., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said H.B. "Skip" Naylor, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



Pilar Avery
Pilar Avery

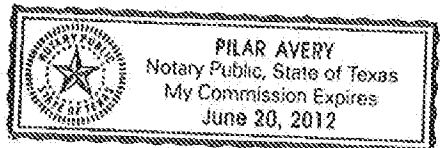
ACKNOWLEDGMENT

STATE OF TEXAS :
 : SS
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2009, personally appeared H.B. "Skip" Naylor, III, to me known personally, who, being by me duly sworn, did say that he/she is the Executive Vice President of Benchmark Administrative Services, LLC, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said H.B. "Skip" Naylor, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



Pilar Avery
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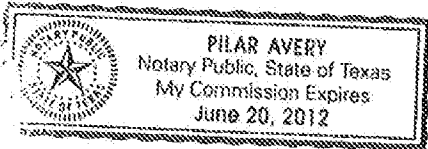
ACKNOWLEDGMENT

STATE OF TEXAS :
 : SS
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2009, personally appeared E. Wayne Kinsey, III, to me known personally, who, being by me duly sworn, did say that he/she is the President/CEO of PrimeQuest, LLC, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said E. Wayne Kinsey, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



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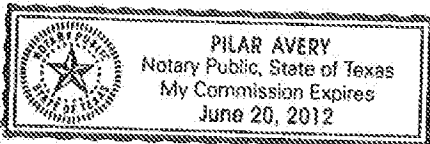
ACKNOWLEDGMENT

STATE OF TEXAS :
 : SS
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2009, personally appeared H.B. "Skip" Naylor, III, to me known personally, who, being by me duly sworn, did say that he/she is the Executive Vice President of BRT Management, LLC, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said H.B. "Skip" Naylor, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



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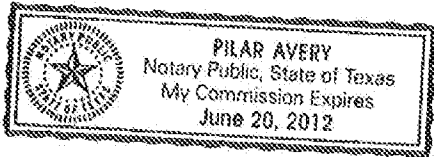
ACKNOWLEDGMENT

STATE OF TEXAS :
: SS
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2009, personally appeared H.B. "Skip" Naylor, III, to me known personally, who, being by me duly sworn, did say that he/she is the Executive Vice President of BPP Management, LLC, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said H.B. "Skip" Naylor, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



Pilar Avery
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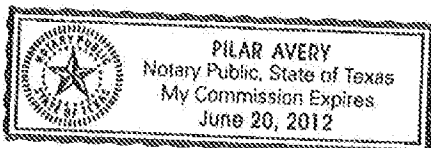
ACKNOWLEDGMENT

STATE OF TEXAS :
: SS
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2009, personally appeared E. Wayne Kinsey, III, to me known personally, who, being by me duly sworn, did say that he/she is the President of Benchmark Performance Group, Inc., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said E. Wayne Kinsey, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



Pilar Avery
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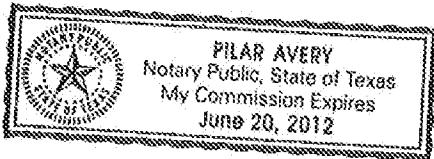
ACKNOWLEDGMENT

STATE OF TEXAS :
 : SS
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2009, personally appeared Mary Kay Harvey, to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Benchmark Performance Group, Inc., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said Mary Kay Harvey acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



Pilar Avery
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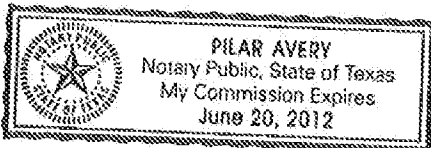
ACKNOWLEDGMENT

STATE OF TEXAS :
 : SS
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 11th day of August, 2009, personally appeared H.B. "Skip" Naylor, III, to me known personally, who, being by me duly sworn, did say that he/she is the Executive Vice President of Benchmark Research & Technology, LLC, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said H.B. "Skip" Naylor, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



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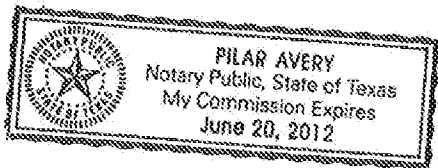
ACKNOWLEDGMENT

STATE OF TEXAS :
 : SS
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 1st day of August, 2009, personally appeared E. Wayne Kinsey, III, to me known personally, who, being by me duly sworn, did say that he/she is the President / CEO of PrimeQuest, LLC, the general partner of Terramark, L.P., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said E. Wayne Kinsey, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

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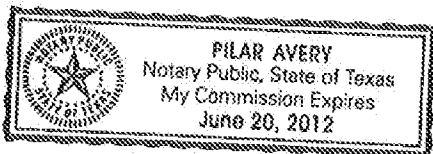
ACKNOWLEDGMENT

STATE OF TEXAS :
 : SS
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this ___ day of _____, 20___, personally appeared H.B. "Skip" Naylor, III, to me known personally, who, being by me duly sworn, did say that he/she is the Vice President of Cooper Smith, Inc., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said H.B. "Skip" Naylor, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



Pilar Avery
Pilar Avery

ACKNOWLEDGMENT

STATE OF TEXAS

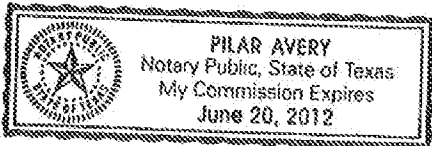
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COUNTY OF HARRIS

Before me, the undersigned, a Notary Public, on this 11th day of August, 2009, personally appeared H.B. "Skip" Naylor, III, to me known personally, who, being by me duly sworn, did say that he/she is the Executive Vice President of Benchmark Energy Products, LLC, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said H.B. "Skip" Naylor, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



Pilar Avery
Pilar Avery

ACKNOWLEDGMENT

STATE OF TEXAS

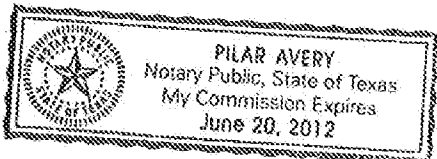
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COUNTY OF HARRIS

Before me, the undersigned, a Notary Public, on this 11th day of August, 2009, personally appeared H.B. "Skip" Naylor, III, to me known personally, who, being by me duly sworn, did say that he/she is the Executive Vice President of Benchmark Distribution Services, LLC, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said H.B. "Skip" Naylor, III acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: 6/2012

(SEAL)



Pilar Avery
Pilar Avery

SCHEDULE A
PATENTS AND PATENT LICENSES
(See attached)

BENCHMARK PATENTS MASTER LIST -- CONFIDENTIAL

Patent No.	Title	Inventor(s)	Assigned To	Serial No.	CTY	File Date	Issue Date	Expiration Date	Products
									Covered (Benchmark)
5,160,445	Borate Cross-Linking Solution	Sharif Sharif	Zirconium Technology Corp.(1)	705,605	US	5.24.1991	11.3.1992	11.13.2011	None
5,182,408	Process for Preparation of Stable Aqueous Solutions of Zirconium Chelates	Sharif Sharif	Zirconium Technology Corp.(1)	691,363	US	4.25.1991	1.26.1993	4.25.2001	All Aqueous based zirconium crosslinkers for all customers
5,217,632	Process for Preparation and Composition of Stable Aqueous Solutions of Boron Zirconium Chelates for High Temp Frac Fluids	Sharif Sharif	Zirconium Technology Corp.(1)	880,650	US	5.11.1992	5.8.1993	5.11.2012	None
5,233,065	Method for Preparing Stable Aulluminum Acetate Solutions	Sharif Sharif	Zirconium Technology Corp.(1)	912,289	US	7.13.1992	8.3.1993	7.13.2012	AXL-1
5,252,234	Borate Cross-Linking Solution	Sharif Sharif	Zirconium Technology Corp.(1)	927,974	US	8.11.1992	10.12.1993	11.13.2011	None
5,252,235	Borate Cross-Linking Solution	Sharif Sharif	Zirconium Technology Corp.(1)	927,976	US	8.11.1992	10.12.1993	11.13.2011	None
5,252,236	Borate Cross-Linking Solution	Sharif Sharif	Zirconium Technology Corp.(1)	927,978	US	8.11.1992	11.30.1992	11.13.2011	None
5,266,224	Borate Cross-Linking Solution	Sharif Sharif	Zirconium Technology Corp.(1)	927,975	US	8.11.1992	5.10.1994	11.13.2011	None
5,310,489	Borate Cross-Linking Solution	Sharif Sharif	Zirconium Technology Corp.(1)	8/067,847	US	5.26.1993	5.10.1994	11.13.2011	None
5,466,846	Process for Preparation of Stable Aqueous Solutions of Zirconium Chelates	Sharif Sharif	Benchmark Research & Technology	8/340,661	US	11.16.1994	11.14.1995	11.16.2014	All Aqueous based zirconium crosslinkers for all customers

5,488,083	Method of Gelling a Guar or Derivatized Guar Polymer Solution Utilized to Perform a Hydraulic Fracturing Operation	E. Wayne Kinsey, III, David N. Harry, Sharif Sharif	Benchmark Research & Technology	8/213,868	US	3.16.1994	1.30.1996	3.16.2014	J-506
5,565,513	Method and Composition for Delaying the Cross-Linking of Water Soluble Polymer Solutions	E. Wayne Kinsey, III, David N. Harry & Sharif Sharif	Benchmark Research & Technology	8/495,180	US	6.27.1995	10.15.1996	6.27.2015	J-506
5,614,475	Corboxyalkyl Substituted Polygalactomannan Fracturing Fluids	Ralph Moorhouse, Ian W. Cottrell, David Harry, Les Matthews	Benchmark Research & Technology and Rhodia, Inc.	8/428,263	US	4.25.1995	3.25.1997	4.25.2015	CMG, CMHPG
5,697,444	Corboxyalkyl Substituted Polygalactomannan Fracturing Fluids	Ralph Moorhouse, Ian W. Cottrell	Benchmark Research & Technology and Rhodia, Inc.	8/806,348	US	2.26.1997	12.16.1997	2.26.1997	CMG, CMHPG
6,171,386	Cementing Compositions, A method of making Therefor and A Method for Cementing Wells	Freddie Lynn Sabins	Benchmark Research & Technology	9/234,951	US	1.21.1999	1.9.2001	1.21.2019	None
6,251,838	Suspended delayed Borate Cross-Linkers	Ralph Moorhouse, Gong Chen	Benchmark	9/165,962	US	10.2.1998	6.26.2001	10.2.2018	XLW-30A & all diesel based borate crosslinker suspensions
6,225,264 B1	Suspended delayed Borate Cross-Linkers	Ralph Moorhouse, Gong Chen	Benchmark Research & Technology	9/470,524	US	12.22.1999	5.1.2001	12.22.2019	XLW-30A & all diesel based borate crosslinker suspensions
6,737,386	An Aqueous Based Zirconium Cross-Linked Guar Fracturing Fluid and a Method of Making and use Therefore	Ralph Moorhouse, Les Matthews	Benchmark Research & Technology	9/579,658	US	5.26.2000	5.18.2004	Abandoned (2)	Evaluating Technology for Weather ford
6,818,597	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents	Frank Harris	Benchmark Research & Technology	9/771,226	US	1.26.2001	11.16.2004	1.26.2021	PEG-based green slurries

WO2001/081476	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents	Frank Harris	Benchmark Research & Technology	PCT/US01/12536	PCT	4.17.2001		Expired	PEG-based green slurries
2,401,611	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents	Frank Harris	Benchmark Research & Technology	n/a	CA	4.17.2001	01.29.2008		PEG-based green slurries
EP1274802 (A1)	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents	Frank Harris	Benchmark Research & Technology	EP20010928600	EPO	4.17.2001		Pending -- 1st Exam Rpt 02.28.2007	PEG-based green slurries
6,743,756 B2	Suspensions of Particles in Non-Aqueous Solvents	Frank Harris	Benchmark Research & Technology	9/905,358	US	7.13.2001	6.1.2004	7.13.2021	PEG-based green slurries
W02003/006135	Suspensions of Particles in Non-Aqueous Solvents	Frank Harris	Benchmark Research & Technology	PCT/US02/022114	PCT	7.11.2002		Expired	PEG-based green slurries
	Suspensions of Particles in Non-Aqueous Solvents	Frank Harris	Benchmark Research & Technology	CA 2,453,293	CA	7.11.2002		Pending	PEG-based green slurries
	Suspensions of Particles in Non-Aqueous Solvents	Frank Harris	Benchmark Research & Technology	EP2002744865	EPO	7.11.2002		Pending	PEG-based green slurries
7,084,096 B2	Suspensions of Borates in Non-Aqueous Solvents & use thereof	David Harry, Frank Harris, Xiaoping Qiu	Benchmark Technology, LLC	10/441,500	US	5.20.2003	8.1.2006	5.20.2023	PEG-based green slurries
	Slurry Monitoring System & Method	Wayne Kinsey, Michael Miller, Howard Harry, Randy Dixon	Benchmark Research & Technology	11/506,240	US	8.17.2006		Pending	SlurryWatch
	Preparation of guar Suspension from Guar Splits	Wayne Kinsey, David Harry, Randy Dixon, Fati Malekhamadi, Keith Dismuke	Wayne Kinsey	12/075,360	US	3.11.2008		Pending	S2S

¹ In 1987, Benchmark Research & Technology, Inc. acquired Zirconium Technology Corporation ("ZTC") by the purchase of all of its outstanding stock; ZTC was merged into Benchmark Research & Technology, Inc. (f/k/a/ Chemical Blending Services, Inc.) effective 03-31-95.

² PTO Records indicate abandonment for failure to pay maintenance fees. Benchmark asserts that a petition to revive U.S. Patent No. 6,737,386 is pending.

SCHEDULE B
TRADEMARKS AND TRADEMARK LICENSES
(See attached)






Schedule 5.9



TRADEMARK REGISTRATIONS

Trademark/Service Mark	Goods or Services	International Class	Applicant	Application #	Filing Date	Publication Date	Allowance Date	Status	Registration Date	Registration #	Comment
Greenshaper (Standard characters, without claim to any particular font, style, size or color)	Environmentally friendly, clear based polymer slurries for use in hydraulic fracturing fluids.	001	BPG	78/403,848	4/19/2004	2/9/2005	5/3/2005	Allowed	7/18/2006	3,118,055	
GreenLife (Standard characters, without claim to any particular font, style, size or color)	Environmentally friendly, clear based polymer slurries for use in hydraulic fracturing fluids.	001	BPG	78/403,886	4/16/2004	1/16/2005	4/12/2005	Allowed	13/07/2006	3,038,737	
GreenSweep (Standard characters, without claim to any particular font, style, size or color)	Environmentally friendly, clear based polymer slurries for use in hydraulic fracturing fluids.	001	BPG	78/403,141	9/19/2004	5/17/2005	8/9/2005	Allowed	5/22/2006	3,088,579	
Benchmark & Design (Stylized and/or with design) 	Chemicals used in oil well drilling; chemicals for use in the manufacture of a wide variety of goods; membership services in the field of industrial and oil drilling chemicals and chemical compounds; Custom manufacture of industrial and oil drilling chemicals and chemical compounds.	001; 035; 040	BPG	78/403,272	4/16/2004	12/8/2005		Allowed	2/28/2006	3,062,238	
Benchmark (Standard characters, without claim to any particular font, style, size or color)	Chemicals used in oil well drilling; chemicals for use in the manufacture of a wide variety of goods; membership services in the field of industrial and oil drilling chemicals and chemical compounds; Custom manufacture of industrial and oil drilling chemicals and chemical compounds.	001; 035; 040	BPG	78/403,335	4/16/2004	11/17/2005		Allowed	1/24/2006	3,045,842	
 Design Mark	Manufacture, sale and distribution of commodity and specialty chemicals and compounds for oilfield and industrial uses and applications.	001; 035; 040	BPG	78/403,304	4/16/2004	12/6/2005		Allowed	2/28/2006	3,062,237	
BDS (Standard characters, without claim to any particular font, style, size or color)	Supply chain, logistics and reverse logistics services; namely storage, transportation and delivery of raw materials, finished goods, and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk liquid tankers, industry standard transport containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbed trailers; warehousing services in the field of industrial and oilfield chemicals and industrial and oilfield equipment; inventory management services; transportation services; namely, transport of goods by land in the field of industrial and oilfield chemicals and industrial and oilfield equipment; distribution services; namely delivery of raw materials, finished goods and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk liquid tankers, ISO containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbed trailers. (As amended)	039	BPG	78/402,772	7/18/2005	9/05/2007	12/18/2007	Allowed	9/5/2008	3,482,452	
BDS (Standard characters, without claim to any particular font, style, size or color)	Inventory management services in the field of dry and liquid chemicals, inventory control services, and inventory procurement services; namely, purchasing dry and liquid chemicals, machinery and equipment and replacement parts therefore for others.	035	BPG	77/842,575	7/30/2007	6/11/2008		Allowed	9/18/2008	3,502,950	
Benchmark Distribution Services (Standard characters, without claim to any particular font, style, size or color)	Supply chain, logistics and reverse logistics services; namely storage, transportation and delivery of raw materials, finished goods, and other freight by truck or van, warehousing services; transportation services; namely, transport of goods; distribution services; namely delivery of raw materials, finished goods and other freight, in Class 39	039	BPG	78/932,778	7/19/2008	9/29/2007		Allowed	12/11/2007	3,352,297	Response to Office Action filed 08/15/07 to clarify description of services to be provided under the mark (finding them to industrial and oilfield chemicals) in Class 039. Final "as registered" mark was not so limited, however.

TRADEMARK

Trademark/Service Marks	Class of Services	International Class	Applicant	Application #	Filing Date	Publication Date	Allowance Date	Status	Registration Date	Registration #	Comment
Benchmark Distribution Services (Standard characters, without claim to any particular font, style, size or color)	Inventory management services in the field of dry and liquid chemicals; inventory control services; and inventory procurement services, namely, purchasing dry and liquid chemicals, machinery and equipment and replacement parts therefore for others.	035	BPG	77242567	7/30/2007	7/1/2008		Allowed	9/16/2008	3,550,352	
BDS Benchmark Distribution Services & Design (Stylized and/or with design) 	Supply chain, logistics and reverse logistics services, namely storage, transportation and delivery of raw materials, finished goods, and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment; by bulk liquid tankers, industry standard transport containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbed trailers; warehousing services in the field of industrial and oilfield chemicals and industrial and oilfield equipment; inventory management services, namely, transport of goods by land in the field of industrial and oilfield chemicals and industrial and oilfield equipment; distribution services, namely delivery of raw materials, finished goods and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment; by bulk liquid tankers, ISO containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbed trailers.	039	BPG	791635, 439	7/20/2006	9/25/2007		Allowed	12/11/2007	3,552,298	
BDS & Design (Stylized and/or with design) 	Supply chain, logistics and reverse logistics services, namely storage, transportation and delivery of raw materials, finished goods, and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment; by bulk liquid tankers, industry standard transport containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbed trailers; warehousing services in the field of industrial and oilfield chemicals and industrial and oilfield equipment; inventory management services, namely, transport of goods by land in the field of industrial and oilfield chemicals and industrial and oilfield equipment; distribution services, namely delivery of raw materials, finished goods and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment; by bulk liquid tankers, ISO containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbed trailers. (As amended)	039	BPG	781633, 437	7/20/2006	9/25/2007	12/18/2007	Allowed	8/5/2008	3,482,454	
BDS & Design (Stylized and/or with design) 	Inventory management services in the field of dry and liquid chemicals; inventory control services; and inventory procurement services, namely purchasing dry and liquid chemicals, machinery and equipment and replacement parts therefore for others.	035	BPG	77242571	7/30/2007	6/10/2008		Allowed	9/26/2008	3,487,454	
No Limits-Know How (Standard characters, without claim to any particular font, style, size or color)	Distributorship services featuring commodity and specialty chemicals and compounds for oilfield and industrial uses and applications; Warehousing services, namely, storage, distribution, pickup and packing for shipment of commodity and specialty chemicals and compounds for oilfield and industrial use and application for others; Manufacture of commodity and specialty chemicals and compounds for oilfield and industrial uses and applications to the order or specification of others.	035, 039, 040	BPG	781635, 227	4/18/2004	9/20/2005		Allowed	12/13/2005	3,006,570	
Chemical Services-Chemical Solutions (Standard characters, without claim to any particular font, style, size or color)	Distributorship services featuring commodity and specialty chemicals and compounds for oilfield and industrial uses and applications; Manufacture of commodity and specialty chemicals and compounds for oilfield and industrial uses and applications to the order or specification of others.	035, 040	BPG	791635, 229	4/18/2004	10/16/2005		Allowed	1/10/2006	3,040,266	
Pressure Service (Standard characters, without claim to any particular font, style, size or color)	Installation services, namely, the turn-key fabrication and installation of tanks, containment systems, pumps, mixers and other equipment necessary for the on-site storage of polymer slurries at oilfield services and pressure pumping companies; Delivery and re-supply of polymer slurries to oilfield services and pressure pumping companies	037, 039	BPG	781635, 220	4/18/2004	10/16/2005		Allowed	1/10/2006	3,040,265	

TRADEMARK

Trademark/Service Marks	Goods or Services	International Class	Applicant	Application #	Filing Date	Publication Date	Allowance Date	Status	Registration Date	Registration #	Comment
SkurryWatch (Standard characters, without claim to any particular font, style, size or color)	Remote monitoring and control of systems and other equipment necessary for the on-site storage of polymer slurries that have been delivered to oilfield services and pressure pumping operations, namely pumps, valves, controllers, mixers, tanks and containment systems; remote monitoring of the slurry containment systems of others to measure and report product volume, product temperature, viscosity, mixing and transfer rates and detect and report system leaks and equipment failures.	042	BPG	78463,207	4/18/2004	10/4/2005		Allowed	12/27/2005	3,586,472	
	Bicides, fungicides, bactericides, viricides, fungicides, insecticides, pesticides and herbicides	005	BPG	77448,123	4/11/2009		12/2/2009	Allowed	3/10/2009	3,586,780	
	Enocides, geneses, bactericides, viricides, fungicides, insecticides, pesticides and herbicides	005	BPG	77448,030	4/11/2009	9/22/2008	11/25/2008	Allowed	3/10/2009	3,586,751	

SCHEDULE C
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None.