

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H2Oil Recovery Services, Inc.		10/26/2009	CORPORATION: DELAWARE
212 Oil Recovery Services, Inc.		10/26/2009	CORPORATION: DELAWARE
212 Water Services, Inc.		10/26/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	800 Long Ridge Road
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06927
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3096606	H2OIL
Registration Number:	3471970	212 RESOURCES
Registration Number:	3389647	212RESOURCES
Registration Number:	3683763	STEAM DRIVEN CONSERVATION

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8075
Email: shannon.mcguire@bingham.com
Correspondent Name: Shannon L. McGuire
Address Line 1: One Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

OP \$115.00 3096606

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLM/
Date:	10/26/2009
Total Attachments: 8 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif	

Amended and Restated Trademark Security Agreement

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2009 (the "Trademark Security Agreement") is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, the Borrower (as defined in the Guaranty and Security Agreement referred to below) previously entered into that certain Guaranty and Security Agreement dated as of September 11, 2007 (the "Original Security Agreement") in order to, among other things, secure the Borrower's obligations under and with respect to that certain Credit Agreement dated as of September 11, 2007 (as amended prior to the date hereof, the "Original Credit Agreement") among the Borrower, the lenders from time to time party thereto and GE Capital, as administrative agent and collateral agent for the lenders;

WHEREAS, pursuant to the Original Security Agreement, the Borrower previously entered into that certain Trademark Security Agreement dated as of September 11, 2007 (the "Original Trademark Security Agreement") in favor of the Administrative Agent;

WHEREAS, the Borrower has requested, among other things, to amend and restate the Original Credit Agreement in its entirety pursuant to the terms of the Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders from time to time party thereto and GE Capital, as administrative agent and collateral agent for the Lenders;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Original Security Agreement be amended and restated in its entirety pursuant to the terms of the Amended and Restated Guaranty and Security Agreement of even date herewith (as the same may amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent;

WHEREAS, all of the Grantors executed and delivered to the Administrative Agent the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement which amends and restates the Original Trademark Security Agreement in its entirety;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by

acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges, assigns, transfers and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

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

(b) all renewals and extensions of the foregoing;

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

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

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

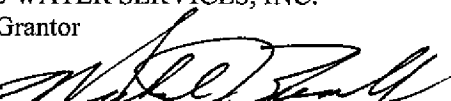
H2OIL RECOVERY SERVICES, INC.
as Grantor

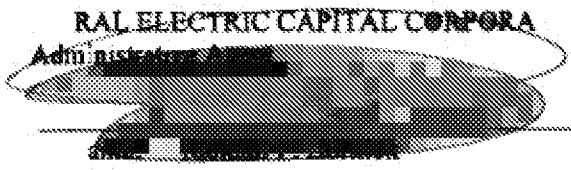
By: 
Name:
Title:

212 OIL RECOVERY SERVICES, INC.
as Grantor

By: 
Name:
Title:

212 WATER SERVICES, INC.
as Grantor

By: 
Name:
Title:



Acknowledgment of Grantor

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this 23rd day of October, 2009, before me personally appeared Michael J. Zumwalt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of H2Oil Recovery Services, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

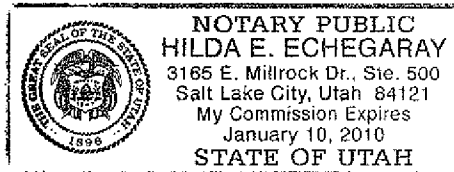
Hilda E. Echegaray

Notary Public

Printed Name: *Hilda E. Echegaray*

My Commission Expires: *1/10/2010*

Notarial Seal



Acknowledgment of Grantor

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

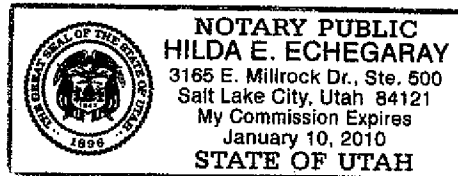
On this 23rd day of October, 2009, before me personally appeared Michael J. Zumwalt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 212 Oil Recovery Services, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Hilda E. Echegaray
Notary Public

Printed Name: *Hilda E. Echegaray*

My Commission Expires: *1/10/2010*

Notarial Seal



Acknowledgment of Grantor

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this 23rd day of October, 2009, before me personally appeared Michael J. Zumwalt, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 212 Water Services, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

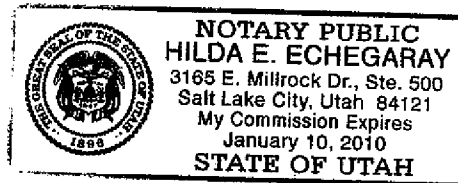
Hilda E. Echegaray

Notary Public

Printed Name: *Hilda E. Echegaray*

My Commission Expires: *1/10/2010*

Notarial Seal



SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

(i) H2Oil standard character mark; Serial Number 78439648; USPTO Registration Number 3,096,606 issued on June 22, 2004.

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

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

(iv) Steam Driven Conservation standard character mark; Serial Number 77331265; USPTO Registration Number 3,683,763 issued on September 15, 2009.