

**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
Oxane Materials, Inc.		03/12/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	39000 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	77612986	OXBALL
Serial Number:	77479485	NANOSTRUCTURED INNOVATIONS
Serial Number:	77409072	OXANE MATERIALS
Serial Number:	77409093	OXANE
Serial Number:	77409037	OXFRAC
Serial Number:	77409053	MORE OIL, MORE GAS, MORE QUICKLY
Serial Number:	77345867	OXSENSE

**CORRESPONDENCE DATA**

Fax Number: (734)930-2494  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 734-761-3780  
 Email: asujek@bodmanllp.com  
 Correspondent Name: Angela Alvarez Sujek - Bodman LLP  
 Address Line 1: 201 South Division, Ste 400

OP \$190.00 77612986

**900157878**

**TRADEMARK  
 REEL: 004172 FRAME: 0889**

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Angela Alvarez Sujek

Signature: /Angela Alvarez Sujek/

Date: 03/22/2010

**Total Attachments: 5**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of March 12, 2010 by and between COMERICA BANK ("Bank") and OXANE MATERIALS, INC., a Delaware corporation ("Grantor").

### **RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

467 West 38<sup>th</sup> Street  
Pine Forest Building #21  
Houston, Texas 77018  
Attn: Greg Williams

Address of Bank:

39000 Six Mile Road  
M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

GRANTOR:

OXANE MATERIALS, INC.

By: Christopher E. Cohen  
Title: President

BANK:

COMERICA BANK

By: Atty D.P.C.  
Title: Vice President

**EXHIBIT A**

**Copyrights**

None.

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**TRADEMARK**  
**REEL: 004172 FRAME: 0893**

**EXHIBIT B**

**Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Method of manufacture and the use of a functional proppant for determination of subterranean fracture geometries	12/468088	5/19/09	n/a	n/a
Method to remove sulfur or sulfur-containing species from a source	11/801244	5/9/07	7,569,199	8/4/09
Composition and method for making a proppant	12/360218	1/27/09	n/a	n/a
Composition and method for making a proppant	12/252682	10/16/08	n/a	n/a
Composition and method for making a proppant	11/498527	8/3/06	7,491,444	2/17/09
Composition and method for making a proppant	12/252708	10/16/08	n/a	n/a
Proppants with carbide and/or nitride phases	12/176029	7/18/08	n/a	n/a
Composition and method for making a proppant	12/252653	10/16/08	n/a	n/a
Composition and method for making a proppant	12/252581	10/16/08	n/a	n/a
Composition and method for making a proppant	11/347664	2/3/06	7,459,209	12/2/08
Composition and method for making a proppant	11/769247	6/27/07	n/a	n/a

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
OXBALL	77/612986	11/12/08	n/a	n/a
NANOSTRUCTURED INNOVATIONS	77/479485	5/20/08	n/a	n/a
OXANE MATERIALS	77/409072	2/28/08	n/a	n/a
OXANE (Stylized letters)	77/409093	2/28/08	n/a	n/a
OXFRAC	77/409037	2/28/08	n/a	n/a
MORE OIL, MORE GAS, MORE QUICKLY	77/409053	2/28/08	n/a	n/a
OXSENSE	77/345867	12/6/07	n/a	n/a

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