

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|----------------------------------|
| Merrick Systems, Inc. | | 05/05/2010 | CORPORATION: TEXAS |
| Merrick International, LLC | | 05/05/2010 | LIMITED LIABILITY COMPANY: TEXAS |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------|
| Name: | Main Street Capital Corporation |
| Street Address: | 1300 Post Oak Blvd., Ste. 800 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77056 |
| Entity Type: | CORPORATION: MARYLAND |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 85019217 | MERRICK SYSTEMS |
| Serial Number: | 85013922 | PROART |
| Serial Number: | 78910308 | ENERGIZING TECHNOLOGY FOR THE BUSINESS OF UPSTREAM |
| Serial Number: | 78908855 | PETROREGS |
| Serial Number: | 78903986 | EVIN |
| Serial Number: | 78901972 | DYNACAP |
| Serial Number: | 77765274 | RFID DIAMOND TAGS |
| Serial Number: | 77746501 | CARTE |
| Serial Number: | 76374175 | PROCOUNT |
| Serial Number: | 76374176 | RESERVOIR INFORMATION ONLIN - RIO |
| Serial Number: | 78250833 | RIG HAND |

CORRESPONDENCE DATA

900162650

**TRADEMARK
 REEL: 004209 FRAME: 0601**

OP \$290.00 85019217

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202) 370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | F126775 |
| NAME OF SUBMITTER: | Jason Beauvais |
| Signature: | /Jason Beauvais/ |
| Date: | 05/20/2010 |

Total Attachments: 4
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INTELLECTUAL PROPERTY SECURITY AGREEMENT – TRADEMARKS

This INTELLECTUAL PROPERTY SECURITY AGREEMENT – TRADEMARKS (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement—Trademarks*”) dated May 5, 2010 is made by and among MERRICK SYSTEMS, INC., a Texas corporation (the “*Company*”), MERRICK INTERNATIONAL, LLC, a Texas limited liability company (“*International*,” collectively with the Company, “*Grantors*”), and MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as Agent (as defined in the Loan Agreement) for the ratable benefit of the Lenders (as defined in the Loan Agreement) (together with any successor Agent under the Loan Agreement, the “*Secured Party*”).

WHEREAS, Grantors, Secured Party and Lenders have entered into that certain Loan Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the “*Loan Agreement*”). Terms defined in the Credit Agreement or in the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or in the Security Agreement, as applicable.

WHEREAS, it is a condition precedent to the making of the Loans by the Lenders under the Credit Agreement the Grantors have executed and delivered that certain Security Agreement dated May __, 2010 made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement—Trademarks for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following now owned or hereafter acquired by Grantor (the “*Collateral*”):

- (1) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, including, but not limited to the trademark and trademark applications set forth in Schedule A hereto (the “*Trademarks*”);

(2) 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;

(3) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach 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

(4) any and all 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 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement—Trademarks secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement—Trademarks.


SECTION 4. Execution in Counterparts. This IP Security Agreement—Trademarks 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 5. Grants, Rights and Remedies. This IP Security Agreement—Trademarks has been entered into in conjunction with the provisions of the 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 Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement—Trademarks shall be governed by, and construed in accordance with, the laws of the State of Texas.

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

MERRICK SYSTEMS, INC.

By 
Samina Farid
Chairman, Chief Financial Officer and
Executive Vice President

MERRICK INTERNATIONAL, LLC,

By 
Samina Farid
President

Schedule A

Trademarks

| Mark | Serial No. | Filing Date | Registration Date |
|--|-------------------|--------------------|--------------------------|
| MERRICK SYSTEMS | 85/019,217 | 4/21/10 | N/A |
| PROART | 85/013,922 | 4/14/10 | N/A |
| ENERGIZING TECHNOLOGY FOR THE BUSINESS OF UPSTREAM | 78/910,308 | 6/16/06 | 5/1/07 |
| PETROREGS | 78/908,855 | 6/15/06 | 4/24/07 |
| EVIN | 78/903,986 | 6/8/06 | 4/24/07 |
| DYNACAP | 78/901,972 | 6/6/06 | 9/25/07 |
| RFID DIAMOND TAGS | 77/765,274 | 6/22/09 | N/A |
| CARTE | 77/746,501 | 5/28/09 | 12/22/09 |
| PROCOUNT | 76,374,175 | 2/25/02 | 2/25/03 |
| Reservoir Information Online- RIO | 76/374,176 | | 7/15/05 |
| Rig Hane | 78/250,833 | | 7/26/05 |
| Texas Pass (Texas State Trademark) | 80/1020893 | | 9/15/08 |