

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
American Gilsonite Company		12/10/2010	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1539927	BORE-PLATE	
Registration Number:	1787717	GILSONITE	
Registration Number:	2998140	AGGCOTE	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125586352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	80034-1293		
NAME OF SUBMITTER:	Laura Konrath		

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**TRADEMARK
 REEL: 004433 FRAME: 0748**

Signature:	/Laura Konrath/
Date:	12/15/2010
Total Attachments: 5 source=AGC - Trademark Security Agreement#page1.tif source=AGC - Trademark Security Agreement#page2.tif source=AGC - Trademark Security Agreement#page3.tif source=AGC - Trademark Security Agreement#page4.tif source=AGC - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 10, 2010, is made by AMERICAN GILSONITE COMPANY, an Oklahoma corporation ("Borrower" or "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Administrative Agent for the Secured Parties ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of December 10, 2010 by and among Grantor, the other Persons party thereto from time to time as Loan Parties, the Persons party thereto from time to time as Lenders and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans to, and to incur the Letter of Credit Obligations on behalf of, the Borrower;

WHEREAS, Lenders are willing to make the Loans, and to incur the Letter of Credit Obligations, as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of December 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Loan Documents, Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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

4. Authorization to Supplement. Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered trademarks or applications thereof of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following pages]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its Responsible Officer as of the date first set forth above.

AMERICAN GILSONITE CORPORATION

By: David Perez
Name: David Perez
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

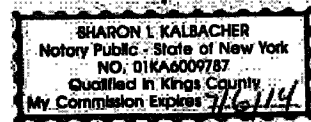
I, the undersigned, a Notary Public in and for said county in said state, hereby certify that David Perez, who is named as a Vice President of the Grantor, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of Grantor, and with full authority, executed the same voluntarily for and as the act of Grantor.

Given under my hand on this 7th day of December, 2010.

[Signature]
Notary Public

My commission expires: July 6, 2014

AFFIX SEAL




[signatures continue on the following page]

[Signature Page - Trademark Security Agreement (AGC)]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Administrative Agent

By: 
Name: David Indelicato
Title: Duly Authorized Signatory

[Signature Page – Trademark Security Agreement (AGC)]

TRADEMARK
REEL: 004433 FRAME: 0753

Schedule I
to
Trademark Security Agreement

TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
BORE-PLATE	American Gilsonite Company	1539927	5/23/1989
GILSONITE	American Gilsonite Company	1787717	8/17/1993
AGGCOTE	American Gilsonite Company	2998140	9/20/2005

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>
None.			

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		