

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
Duratherm, Inc.		12/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Frost National Bank		
Street Address:	P.O. Box 1600		
Internal Address:	Loan Documentation/RB2		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78296-1600		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3429468	DURATHERM DESORPTION	
Registration Number:	3429467	DURATHERM INC.	
CORRESPONDENCE DATA			
Fax Number:	(214)969-1751		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7139515896		
Email:	katie.newgent@tklaw.com		
Correspondent Name:	Thompson & Knight LLP		
Address Line 1:	333 Clay Street		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	405390.000153		
NAME OF SUBMITTER:	Katie Newgent		

CH \$65.00 3429468

900181119

TRADEMARK
REEL: 004451 FRAME: 0553

Signature:	/katie newgent/
Date:	01/12/2011
Total Attachments: 5 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif	



EXECUTION

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of December 29, 2010 (this "Patent and Trademark Security Agreement") is made by and among DuraTherm, Inc., a Delaware corporation ("Debtor" or "Grantor"), and The Frost National Bank, a national banking association (the "Lender").

Preliminary Statement

This Patent and Trademark Security Agreement is entered into in connection with that certain Loan Agreement dated as of December 29, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement") among Debtor and Lender.

Grantor owns the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and are parties to the patent and trademark licenses listed on Schedule 1 attached hereto and by this reference incorporated herein.

In connection with the Loan Agreement, the Grantor entered into a Pledge and Security Agreement (Accounts, Inventory and General Intangibles) dated as of December 29, 2010 (as amended or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Lender, pursuant to which the Grantor has granted to the Lender a security interest in all rights, title and interest of the Grantor in and to the Intellectual Property, as such term is defined in the Pledge and Security Agreement, including, without limitation, all rights, title and interest of Grantor, in, to, and under all now owned and hereafter acquired Patents and Trademarks (each as defined in the Pledge and Security Agreement), set forth on Schedule 1 attached hereto, to secure the prompt payment, performance and observance of the Indebtedness (as defined in the Pledge and Security Agreement).

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to the Lender of a security interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including but not limited to all the property set forth as "Patents" on Schedule I hereto, and any patent applications in preparation for filing, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (i), and (iii) all patent licenses, and

other agreements providing any Grantor with the right to use any items of the type referred to in clauses (i) and (ii) above; provided, in the case of clause (iii) such grant is limited to the maximum extent a Grantor may grant such a security interest without violating the terms of any such patent license or other agreement or causing a termination or cancellation thereof;

(b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including but not limited to all of the property set forth as "Trademarks" on Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, (ii) the right to obtain all reissues, extensions or renewals of the foregoing, (iii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark; provided, in the case of clause (iii) such grant is limited to the maximum extent a Grantor may grant such a security interest without violating the terms of any such trademark license or causing a termination or cancellation thereof, and (iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii), and to the extent applicable clause (iii); and

(c) all products and proceeds of the foregoing, including, without limitation, licenses, royalties income, payments, claims, damages and proceeds of infringement suits, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to herein, the patent or trademark registrations issued with respect to the patent or trademark applications referred to herein and the trademarks licensed under any trademark license, or (ii) injury to the goodwill associated with any patent, trademark, patent or trademark registration, or patent or trademark licensed under any patent or trademark license.

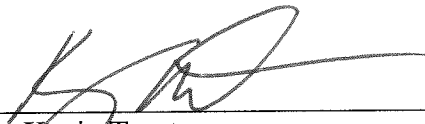
This security interest is granted in conjunction with the security interests granted to Secured Parties pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on following page]

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

GRANTOR

DURATHERM, INC., a Delaware corporation

By: 

Kevin Trant
Chief Executive Officer and President

**SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

Item A. Patent Collateral

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issued Date</u>	<u>Inventor(s)</u>	<u>Title</u>
US	5523060	06/04/1996	Jim S. Hogan	APPARATUS FOR RETORTING MATERIAL
US	5570749	11/05/1996	Lowell M. Reed	DRILLING FLUID REMEDIATION SYSTEM
US	5736031	04/07/1998	James O. Nye, Robin M. Pate	SEPARATION OF HYDROCARBONS/WATER/EMULSIFIER MIXTURES
US	5851361	12/22/1998	Jim S. Hogan	APPARATUS FOR PROCESSING AN ORGANIC SOLID
US	5927970	07/27/1999	Pate, ROBIN M., Blonquist, Jack Monnig, John Gamboa, Gerardo	APPARATUS FOR RECOVERING HYDROCARBONS FROM SOLIDS
US	5961870	10/05/1999	Jim S. Hogan	MICROWAVE ROTATING APPARATUS FOR CONTINUOUSLY PROCESSING MATERIAL
US	6120650	09/19/2000	James O. Nye, Robin M. Pate	SEPARATION OF HYDROCARBONS/WATER/EMULSIFIER MIXTURES
US	6638396	10/28/2003	Jim S. Hogan	METHOD AND APPARATUS FOR PROCESSING A WASTE PRODUCT

US	7022293	04/04/2006	Jim S. Hogan	METHOD AND APPARATUS FOR PROCESSING A WASTE PRODUCT
----	---------	------------	--------------	---

Trademarks

Trademark	Registration No.	Registration Date
DURATHERM DESORPTION	3429468	May 20, 2008
DURATHERM INC. & Logo	3429467	May 20, 2008