OP \$490.00 3118055

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Patent & Trademark Security Agreement Dated 1/21/2011	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Benchmark Performance Group, Inc.		01/21/2011	CORPORATION: TEXAS
Benchmark Research & Technology, LLC		01/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
Benchmark Energy Products, LLC		01/21/2011	LIMITED LIABILITY COMPANY: TEXAS
Benchmark Distribution Services, LLC		01/21/2011	LIMITED LIABILITY COMPANY: TEXAS
BRT Management, LLC		01/21/2011	LIMITED LIABILITY COMPANY: TEXAS
Benchmark Administrative Services, LLC		01/21/2011	LIMITED LIABILITY COMPANY: TEXAS
TerraMark, LLC		01/21/2011	LIMITED LIABILITY COMPANY: TEXAS
Cooper Smith, Inc.		01/21/2011	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Amegy Bank National Association	
Street Address:	Five Post Oak Park	
Internal Address:	4400 Post Oak Parkway	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77027	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3118055	GREENSKEEPER
Registration Number:	3036737	GREENLITE
Registration Number:	3088579	GREENSWEEP
		TRADEMARK

TRADEMARK 1 REEL: 004458 FRAME: 0582

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Registration Number:	3062236	BENCHMARK
Registration Number:	3048842	BENCHMARK
Registration Number:	3062237	
Registration Number:	3482452	BDS
Registration Number:	3500853	BDS
Registration Number:	3352297	BENCHMARK DISTRIBUTION SERVICES
Registration Number:	3500852	BENCHMARK DISTRIBUTION SERVICES
Registration Number:	3352298	BDS BENCHMARK DISTRIBUTION SERVICES
Registration Number:	3482454	BDS
Registration Number:	3491454	BDS
Registration Number:	3026970	NO LIMITS - KNOW HOW
Registration Number:	3040266	CHEMICAL SERVICES - CHEMICAL SOLUTIONS
Registration Number:	3040265	SLURRYSERVICE
Registration Number:	3034472	SLURRYWATCH
Registration Number:	3588750	E
Registration Number:	3588751	EXCELYTE

CORRESPONDENCE DATA

Fax Number: (713)222-3291

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713.221.3306

Email: jeanne.dunn@bgllp.com, constance.rhebergen@bgllp.com

Correspondent Name: Constance G. Rhebergen

Address Line 1: P.O. Box 61389

Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:	078486.000018
NAME OF SUBMITTER:	Constance G. Rhebergen
Signature:	/Constance G. Rhebergen/
Date:	01/21/2011

Total Attachments: 17

source=Patent_and_Trademark_Security_Agreement_Executed_Benchmark#page1.tif source=Patent_and_Trademark_Security_Agreement_Executed_Benchmark#page2.tif source=Patent_and_Trademark_Security_Agreement_Executed_Benchmark#page3.tif source=Patent_and_Trademark_Security_Agreement_Executed_Benchmark#page4.tif source=Patent_and_Trademark_Security_Agreement_Executed_Benchmark#page5.tif source=Patent_and_Trademark_Security_Agreement_Executed_Benchmark#page6.tif source=Patent_and_Trademark_Security_Agreement_Executed_Benchmark#page7.tif source=Patent_and_Trademark_Security_Agreement_Executed_Benchmark#page8.tif

TRADEMARK

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement dated as of January 21, 2011 (this "Patent and Trademark Security Agreement") is made by and among Benchmark Performance Group, Inc., a Texas corporation ("Borrower"), certain subsidiaries of the Borrower party hereto from time to time (collectively with the Borrower, the "Grantors" and individually, a "Grantor"), and Amegy Bank National Association, as administrative agent (the "Administrative Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to herein).

Preliminary Statement

Borrower and Administrative Agent are parties to the Credit Agreement dated as of January 21, 2011 (as modified from time to time, the "Credit Agreement") among Borrower, the Lenders (as defined in the Credit Agreement), the Issuing Banks (as defined in the Credit Agreement) and Amegy Bank National Association as Administrative Agent. It is a condition precedent to the effectiveness of the Credit Agreement that each Grantor shall have entered into this Patent and Trademark Security Agreement to secure its obligations arising under or pursuant to the Credit Agreement.

The Grantors own the patents, patent registrations, patent applications, trademarks, trademark registrations, and trademark applications, and is a party to the patent and trademark licenses listed on <u>Schedule I</u> annexed hereto and by this reference incorporated herein.

Pursuant to the terms of that certain Pledge and Security Agreement dated as of January 21, 2011 (as the same may be amended and in effect from time to time, the "Pledge and Security Agreement") among the grantors party thereto from time to time (the "Pledge and Security Grantors") in favor of Administrative Agent for the ratable benefit of the Secured Parties, the Pledge and Security Grantors have granted a security interest in the Collateral, as such term is defined in the Pledge and Security Agreement, including, without limitation, all right, title and interest of the Grantors in, to, and under all now owned and hereafter acquired Patent Collateral and Trademark Collateral (each as defined in the Pledge and Security Agreement), set forth on Schedule I attached hereto, to secure the payment of all Secured Obligations (as defined in the Credit Agreement).

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all its right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (the "Patent and Trademark Collateral"):

(a) (i) all letters patent throughout the world, all registrations and recordings thereof and all applications for letters patent throughout the world, including registrations, recordings and pending applications in the United States Patent and Trademark Office, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals or reexaminations thereof and the inventions disclosed or claimed therein, including the right to make, have made,

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Patent and Trademark Security Agreement

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use, sell, offer to sell, and import into the United States, the inventions disclosed or claimed therein; including but not limited to all the property set forth as "Patents" on <u>Schedule I</u> hereto, and (iii) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in <u>clauses (i)</u> and <u>(ii)</u> above;

- (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof, and all registration applications filed 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, and all extensions or renewals thereof, (ii) all trademark licenses for the grant by or to any Grantor of any right to use any trademark, (iii) all goodwill associated therewith or symbolized thereby, and (iv) all other assets, rights and interests that uniquely reflect or embody such goodwill; including but not limited to all the property set forth as "Trademarks" on Schedule I hereto; and
- (c) all products and proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and proceeds of infringement suits), including, without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any patent, trademark, or patent or trademark registrations referred to in <u>Schedule I</u> annexed hereto, the patent or trademark registrations issued with respect to the patent or trademark applications referred to in <u>Schedule I</u> and the trademarks licensed under any trademark license, (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, or (iii) breach or enforcement of any patent license, any trademark license and all rights corresponding thereto throughout the world;

provided that in no event shall the term "Patent and Trademark Collateral" include any asset or property of any Grantor which would be rendered void or voidable, or which if included in Patent and Trademark Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon any Grantor or any Subsidiary as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of 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.

[Remainder of this page intentionally left blank. Signature pages to follow.]

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

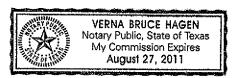
GRANTORS:

BENCHMARK INC.	PERFORMANCE	GROUP,
By:Name: E. Wayne K Title: President and	kinsey, All d Chief Executive Offi	cer
BENCHMARK SERVICES, LLC		STRATIVE
By:	Kinsey III d Chief Executive Offi	icer
BENCHMARK LLC	DISTRIBUTION S	SERVICES,
By:	Kinsey MI d Chief Executive Off	icer
BENCHMARK I	ENERGY PRODUCT	rs, LLC
By:	and are	
Name: E. Wayne	Insey, III d Chief Executive Off	icer

Signature Page to
Patent and Trademark Security Agreement

BENCHMARK	RESEARCH	&
TECHNOLOGY, LLC		
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By: Euly tu	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 	
Name: E. Wayne Kinsel,	ÚI	
Title: President and Chief	Evacutiva Officar	
Title: Flesideth and Title:	EXECUTIVE Officer	
BRT MANAGEMENT,	LLC	
<i>p</i>	/	
By: By		
Name: E. Wayne Kinsey	m	
Title: President and Chief	Executive Officer	
TERRAMARK, LLC		
Ву:		
Name: E. Wayne Kinsey		
Title: President and Chief	Executive Officer	
COOPER SMITH, INC	(/ h	
a / U		
By: Selfage A	776	
Name: E. Wayne Kinsey,	xiy/	
Title: President and Chief		
``\		

This instrument was acknowledged before me on this day of January, 2011, by E. Wayne Kinsey, III, the President and Chief Executive Officer of TERRAMARK, LLC, a Texas limited liability company, on behalf of such company.

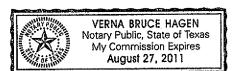


Notary Public in and for The State of TEXAS

Name: VerNA Bruce HAZEN
My Commission Expires: 8/37/2011

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 20 day of January, 2011, by E. Wayne Kinsey, III, the President and Chief Executive Officer of COOPER SMITH, INC., a Colorado corporation, on behalf of such corporation.



Notary Public in and for
The State of TEXAS
Name: Ver N/H BRuce HAZEN
My Commission Expires: 827 Lon/

Signature Page to Patent and Trademark Security Agreement

ADMINISTRATIVE AGENT:

AMEGY BANK

NATIONAL ASSOCIATION,

as Administrative Agent

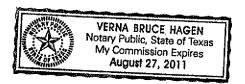
By:__

Name: Title: C. Ross Bartley

Senior Vice President

Signature Page to Patent and Trademark Security Agreement

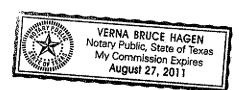
This instrument was acknowledged before me on this <u>10</u> day of January, 2011, by E. Wayne Kinsey, III, the President and Chief Executive Officer of BENCHMARK PERFORMANCE GROUP, INC., a Texas corporation, on behalf of such corporation.



Notary Public in and for
The State of TEXAS
Name: VELNA BRUCE HAGEN
My Commission Expires: 827/30//

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this day of January, 2011, by E. Wayne Kinsey, III, the President and Chief Executive Officer of BENCHMARK ADMINISTRATIVE SERVICES, LLC, a Texas limited liability company, on behalf of such company.

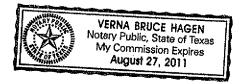


Notary Public in and for The State of TEXAS Name: Very ABRURE HAREN

Name: VelCN A SKUCE HABEN

My Commission Expires: 6/27/30//

This instrument was acknowledged before me on this day of January, 2011, by E. Wayne Kinsey, III, the President and Chief Executive Officer of BENCHMARK DISTRIBUTION SERVICES, LLC, a Texas limited liability company, on behalf of such company.

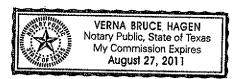


Notary Public in and for The State of TEXAS Name: VERNA BRUCE HAREN

My Commission Expires: 8

STATE OF TEXAS
COUNTY OF HARRIS

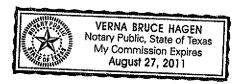
This instrument was acknowledged before me on this 20 day of January, 2011, by E. Wayne Kinsey, III, the President and Chief Executive Officer of BENCHMARK ENERGY PRODUCTS, LLC, a Texas limited liability company, on behalf of such company.



Notary Public in and for
The State of TEXAS
Name: VELNA State # 1998 N
My Commission Expires: 8/27/20/

Signature Page to
Patent and Trademark Security Agreement

This instrument was acknowledged before me on this day of January, 2011, by E. Wayne Kinsey, III, the President and Chief Executive Officer of BENCHMARK RESEARCH & TECHNOLOGY, LLC, a Delaware limited liability company, on behalf of such company.

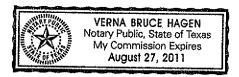


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Notary Public in and for
The State of TEXAS
Name: LANGE PUCE HAZEN
My Commission Expires: 227 200

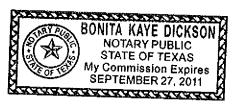
STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on this 20 day of January, 2011, by E. Wayne Kinsey, III, the President and Chief Executive Officer of BRT MANAGEMENT, LLC, a Texas limited liability company, on behalf of such company.



Notary Public in and for
The State of TEXAS
Name: VIVA-BRUCE Jack
My Commission Expires: 357//

This instrument was acknowledged before me on this \(\frac{1}{200} \) day of January, 2011, by C. Ross Bartley, the Senior Vice President of AMEGY BANK NATIONAL ASSOCIATION, a national banking association, on behalf of such national banking association.



Notary Public in and for

The State of TEXAS

Name: Ontology

My Commission Expires: 9-27-1/

Schedule I

<u>Item A – Patent Collateral</u>

Issued Patents

Country	Serial No.	Issued Date	Inventor(s)	<u>Title</u>
US	5,160,445	11/3/1992	Sharif Sharif	BorateCross-Linking Solution
US	5,182,408	1/26/1993	Sharif Sharif	Process for Preparation of Stable Aqueous Solutions of Zirconium Chelates
US	5,217,632	6/8/1993	Sharif Sharif	Process for Preparation and Composition of Stable Aqueous Solutions of Boron Zirconium Chelates for High Temperature Frac Fluids
US	5,233,065	8/3/1993	Sharif Sharif	Method for Preparing Stable Aluminum Acetate Solutions
US	5,252,234	10/12/1993	Sharif Sharif	BorateCross-Linking Solutions
US	5,252,235	10/12/1993	Sharif Sharif	BorateCross-Linking Solutions
US	5,252,236	10/12/1993	Sharif Sharif	BorateCross-Linking Solutions
US	5,266,224	11/30/1993	Sharif Sharif	Borate Cross-Linking Solutions
US	5,310,489	5/10/1994	Sharif Sharif	BorateCross-Linking Solutions
US	5,466,846	11/14/1995	Sharif Sharif	Process for Preparation of Stable Aqueous Solutions of Zirconium Chelates
US	5,488,083	1/30/1996	E. Wayne Kinsey, III Sharif Sharif David N. Harry	Method of Gelling a Guar or Derivatized Guar Polymer Solution Utilized to Perform a Hydraulic Fracturing Operation
US	5,565,513	10/15/1996	E. Wayne Kinsey, III Sharif Sharif David N. Harry	Method and Composition for Delaying the Cross-Linking of Water Soluble Polymer Solution
US	6,171,386 B1	1/9/2001	Freddie Lynn Sabins	Cementing Compositions, A Method of Making Therefor, and A Method for Cementing Wells
US	6,251,838 B1	6/26/2001	Ralph Moorhouse Gong Chen	Suspended Delayed Borate Cross Linkers
US	6,225,264 B1	5/1/2001	Ralph Moorhouse Gong Chen	Suspended Delayed Borate Cross Linkers
US	6,737,386 B1	5/18/2004	Ralph Moorhouse Les Matthews	An Aqueous Based Zirconium Cross-Linked Guar Fracturing Fluid and a Method of Making and use Therefore
US	6,818,597	11/16/2004	Frank Harris	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents
PCT	WO20001/081476		Frank Harris	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents
Canada	CA 2,453,293	6/8/2010	Frank Harris	Suspensions of Water Soluble Polymers in Surfactant Free

Country	Serial No.	Issued Date	Inventor(s)	<u>Title</u>
				Non-Aqueous Solvents
EPO	EP2002744865	Pending	Frank Harris	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents
US	6,743,756 B2	6/1/2004	Frank Harris	Suspensions of Particles in Non-Aqueous Solvents
US	7,084,096 B2	8/1/2006	David N. Harry Frank Harris Xiaoping Qiu	Suspension of Borates in Non- Aqueous Solvents and Use Thereof
US	7,671,753	3/2/2010	Wayne Kinsey Michael Miller Howard Harry Randy Dixon	Slurry Monitoring System and Method
US	7,790,774 B1	9/7/2010	Wayne Kinsey David Harry Randy Dixon Fati Malekahmadi Keith Dismuke	Preparation of Guar Suspension from Guar Splits

<u>Issued Co-Owned Patents</u>

Country	Serial No.	<u>Issued Date</u>	Inventor(s)	<u>Title</u>
US	5,614,475	3/25/1997	Ralph Moorhouse Ian W. Cottrell David N. Harry Les Matthews	Carboxyalkyl Substituted Polygalactomannan Fracturing Fluids
US	5,697,444	12/16/1997	Ralph Moorhouse Ian W. Cottrell David N. Harry Les Matthews	Carboxyalkyl Substituted Polygalactomannan Fracturing Fluids

Pending Patent Applications

Country	Serial No.	Filing Date	Inventor(s)	<u>Title</u>
PCT	WO20001/081476		Frank Harris	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents
EPO	EP2002744865	Pending	Frank Harris	Suspensions of Water Soluble Polymers in Surfactant Free Non-Aqueous Solvents
PCT	WO2003/006135		Frank Harris	Suspensions of Particles in Non-Aqueous Solvents
CA		Pending	Frank Harris	Suspensions of Particles in Non-Aqueous Solvents
EPO		Pending	Frank Harris	Suspensions of Particles in Non-Aqueous Solvents
US	Not Allowed		Pablo Munoz Frank Harris David Acker Joel Siegel	Contaminant-Tolerant Foaming Additive
US	20090288828	Allowed	Derek Vaughn Rob Duncan David Harry Dennis Williams	Non-flammable, non-aqueous, Group IV-B Metal Alkoxide Crosslinkers and Fracturing Fluid Compositions Incorporating Same
US	2008/0200355		Stuart Emmons	Aqueous Solution for Managing Microbes in Oil and Gas Production and Method for Their Production
US	Provisional		Wayne Kinsey, et al.	Method of Converting Shipping Containers to Liquid

Schedule I to Patent and Trademark Security Agreement

Country Serial N	lo. Filing D	ate Ir	iventor(s)	<u>Tit</u>	tle
				Storage and Tra	ansport Tanks

<u>Item B – Trademark Collateral</u>

Registration #	Trademarks/Service Marks	Goods or Services	
3,118,055	GreensKeeper (Standard characters, without claim to any particular font, style, size or color)	Environmentally friendly, guar based polymer slurries for use in hydraulic fracturing fluids.	
3,036,737	GreenLite (Standard characters, without claim to any particular font, style, size or color)	Environmentally friendly, guar based polymer slurries for use in hydraulic fracturing fluids.	
3,088,579	GreenSweep (Standard characters, without claim to any particular font, style, size or color)	Environmentally friendly, guar based polymer slurries for use in hydraulic fracturing fluids.	
3,062,236	Benchmark & Design (Stylized and/or with design)	Chemicals used in oil well drilling; chemicals for use in the manufacture of a wide variety of goods; Distributorship services in the field of industrial and oil drilling chemicals and chemical compounds; Custom manufacture of industrial and oil drilling chemicals and chemical compounds.	
3,048,842	Benchmark (Standard characters, without claim to any particular font, style, size or color)	Chemicals used in oil well drilling; chemicals for use in the manufacture of a wide variety of goods. Distributorship services in the field of industrial and oil drilling chemicals and chemical compounds. Custom manufacture of industrial and oil drilling chemicals and chemical compounds.	
3,062,237	Design Mark	Manufacture, sale and distribution of commodity and specialty chemicals and compounds for oilfield and industrial uses and applications.	
BDS (Standard Characters, without claim to any particular font, style, size or color)		Supply chain, logistics and reverse logistics services, namely storage, transportation and delivery of raw materials, finished goods, and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, industry standard transport containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbet trailers; warehousing services in the field of industrial and oilfield equipment; inventory management services, transportation services, namely, transport of goods by land in the field of industrial and oilfield chemicals and industrial and oilfield equipment; distribution services, namely delivery of raw materials, finished goods and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, ISO containers, bulk liquid containers, dry bulk containers, curtainside trailers, dry vans, and flatbet trailers. (As amended)	

Schedule I to Patent and Trademark Security Agreement

Registration #	Trademarks/Service Marks	Goods or Services
3,500,853	BDS (Standard Characters, without claim to any particular font, style, size or color)	Inventory management services in the field of dry and liquid chemicals; inventory control services; and inventory procurement services, namely, purchasing dry and liquid chemicals, machinery and equipment and replacement parts therefore for others.
3,352,297	Benchmark Distribution Services (Standard Characters, without claim to any particular font, style, size or color)	Supply chain, logistics and reverse logistics services, namely storage, transportation and delivery of raw materials, finished goods, and other freight by truck or van; warehousing services; transportation services, namely, transport of goods; distribution services, namely delivery of raw materials, finished goods and other freight, in Class 39
3,500,852	Benchmark Distribution Services (Standard Characters, without claim to any particular font, style, size or color)	Inventory management services in the field of dry and liquid chemicals; inventory control services; and inventory procurement services, namely, purchasing dry and liquid chemicals, machinery and equipment and replacement parts therefore for others.
3,352,298	Seachwark dissistant Services	Supply chain, logistics and reverse logistics services, namely storage, transportation and delivery of raw materials, finished goods, and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, industry standard transport containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbet trailers; warehousing services in the field of industrial and oilfield chemicals and industrial and oilfield equipment; inventory management services, transportation services, namely, transport of goods by land in the field of industrial and oilfield chemicals and industrial and oilfield equipment; distribution services, namely delivery of raw materials, finished goods and other freight in the field of industrial and oilfield chemicals and industrial and oilfield chemicals and industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, ISO containers, bulk liquid containers, dry bulk containers, curtainside trailers, dry vans, and flatbet trailers.
	BDS Benchmark Distribution Services & Design (Stylized and/or with design)	Side trailers, dry varis, and hatbet trailers.

Registration #	Trademarks/Service Marks	Goods or Services
3,482,454	≈BDS	Supply chain, logistics and reverse logistics services, namely storage, transportation and delivery of raw materials, finished goods, and other freight in the field of industrial and oilfield chemicals and industrial and oilfield equipment by bulk-liquid tankers, industry standard transport containers, bulk liquid containers, dry bulk containers, curtain-side trailers, dry vans, and flatbet trailers; warehousing services in the field of industrial and oilfield chemicals and industrial and oilfield equipment; inventory management services, transportation services, namely, transport of goods by land in the field of industrial and oilfield chemicals and industrial and oilfield equipment; distribution services, namely delivery of raw materials, finished goods and other freight in the field of industrial and oilfield equipment by bulk-liquid tankers, ISO containers, bulk liquid containers, dry bulk containers, curtainside trailers, dry vans, and flatbet trailers. (As amended)
	BDS & Design (Stylized and/or with design)	
3.491,454	BDS & Design (Stylized and/or with design)	Inventory management services in the field of dry and liquid chemicals; inventory control services; and inventory procurement services, namely purchasing dry and liquid chemicals, machinery and equipment and replacement parts therefore, for others.
3,026,970	No Limits-Know How (Standard characters, without claim to any particular font, style, size or color)	Distributorship services featuring commodity and specialty chemicals and compounds for oilfield and industrial uses and applications; Warehousing services, namely, storage, distribution, pickup and packing for shipment of commodity and specialty chemicals and compounds for oilfield and industrial use and application for others; Manufacture of commodity and specialty chemicals and compounds for oilfield and industrial uses and applications to the order or specification of others.
3,040,266	Chemical Services-Chemical Solutions (Standard characters, without claim to any particular font, style, size or color)	Distributorship services featuring commodity and specialty chemicals and compounds for oilfield and industrial uses and applications; Manufacture of commodity and specialty chemicals and compounds for oilfield and industrial uses and applications to the order or specification of others.
3,040,265	SlurryService (Standard characters, without claim to any particular font, style, size or color)	Installation services, namely, the turn-key fabrication and installation of tanks, containment systems, pumps, mixers and other equipment necessary for the on-site storage of polymer slurries at oilfield services and pressure pumping companies; Delivery and re-supply of polymer slurries to oilfield services and pressure pumping companies.

Registration #	Trademarks/Service Marks	Goods or Services	
3,034,472	SlurryWatch (Standard characters, without claim to any particular font, style, size or color)	Remote monitoring and control of systems and other equipment necessary for the on-site storage of polymer slurries that have been delivered to oilfield services and pressure pumping companies, namely pumps, valves, compressors, mixers, tanks and containment systems; remote monitoring of the slurry containment systems of others to measure and report product volume, product temperature, viscosity, mixing and transfer rates and detect and report system leaks and equipment failures.	
3,588,750	9 ~	Biocides, germicides, bacteriacides, virucides, fungicides, insecticides, pesticides and herbicides	
3,588,751	Sxcelyte™	Biocides, germicides, bacteriacides, virucides, fungicides, insecticides, pesticides and herbicides	

Schedule I to Patent and Trademark Security Agreement

RECORDED: 01/21/2011