

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

212 Resources, LLC
212 Water Services, LLC
212 Oil Recovery Services, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Limited liability company

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 19, 2011

- Assignment Merger
- Security Agreement Change of Name
- Other GRANT OF SECURITY INTEREST

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: 212 Holdings, LLC

Internal

Address: _____

Street Address: 2795 East Cottonwood Parkway, Suite 310

City: Salt Lake City

State: UT

Country: US Zip: 84121

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Limited liability co Citizenship US
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- 1) 3,096,606 3) 3,471,970
- 2) 3,389,647 4) 3,683,763

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

- 1) H2Oil standard character mark 4) Steam Driven Conservation standard character mark
- 2) 212 Resources standard character mark
- 3) 212 Resources design plus words, letters, and/or numbers

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Erin A. Thomson

Internal Address: Vinson & Elkins LLP

Street Address: 1001 Fannin Street, Suite 2500

City: Houston

State: TX Zip: 77002-6760

Phone Number: 512.542.8762

Fax Number: 512.236.3221

Email Address: intldocket@velaw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 22-0365/ELE593/32000

Authorized User Name Erin A. Thomson

9. Signature:

Erin A. Thomson
Signature

September 29, 2011
Date

Erin A. Thomson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 220365 3096606

Execution Version**Second Amended and Restated Trademark Security Agreement**

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2011 (the "Trademark Security Agreement") is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of 212 Holdings, LLC (the "Secured Party").

WITNESSETH:

WHEREAS, the Borrower (as defined in the Guaranty and Security Agreement referred to below) previously entered into that certain Amended and Restated Guaranty and Security Agreement dated as of October 26, 2009 (as amended, restated, supplemented or otherwise modified and in effect from time to time, "Original Security Agreement") in order to, among other things, secure the Borrower's obligations under and with respect to that certain Amended and Restated Credit Agreement dated as of October 26, 2009 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Original Credit Agreement") among the Borrower and the Secured Party, as a successor in interest to the General Electric Capital Corporation and the other lenders from time to time party thereto;

WHEREAS, pursuant to the Original Security Agreement, the Borrower previously entered into that certain Amended and Restated Trademark Security Agreement dated as of October 26, 2009 (the "Original Trademark Security Agreement") in favor of the Secured Party, as a successor in interest to the General Electric Capital Corporation;

WHEREAS, the Borrower has requested, among other things, to amend and restate the Original Credit Agreement in its entirety pursuant to the terms of the Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower and the Secured Party;

WHEREAS, the Original Security Agreement has been amended and restated in its entirety pursuant to the terms of the Second Amended and Restated Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Secured Party;

WHEREAS, all of the Grantors executed and delivered to the Secured Party the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement which amends and restates the Original Trademark Security Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Documents, each Grantor hereby agrees with the Secured Party that the Original Trademark Security Agreement is hereby amended and restated as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges, assigns, transfers and hypothecates to the Secured Party, and grants to the Secured Party a Lien on and security interest in, all

of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

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


212 RESOURCES, LLC,
as Grantor

By: 
Name: Stephen E. Hester
Title: Chief Executive Officer

212 WATER SERVICES, LLC,
as Grantor


By: 212 Resources, LLC, its Sole Member
By: 
Name: Stephen E. Hester
Title: Chief Executive Officer

212 OIL RECOVERY SERVICES, LLC,
as Grantor

By: 212 Resources, LLC, its Sole Member
By: 
Name: Stephen E. Hester
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

212 HOLDINGS, LLC,
as Secured Party

By: 
Name: David F. Lincoln
Title: Authorized Signatory

By: _____
Name: Steven J. Swanson
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

212 HOLDINGS, LLC,
as Secured Party

By: _____
Name: David F. Lincoln
Title: Authorized Signatory

By: _____
Name: Steven J. Swanson
Title: Authorized Signatory

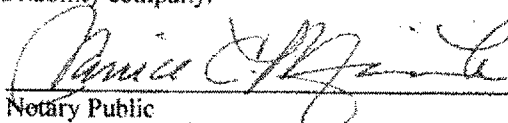
Signature Page to Second Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 004633 FRAME: 0491

Acknowledgment of Grantor

STATE OF UTAH
COUNTY OF Salt Lake

On this 19th day of September, 2011, before me personally appeared Stephen E. Hester, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 212 Resources, LLC, in its own capacity and as sole member of 212 Oil Recovery Services, LLC and 212 Water Services, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of each said limited liability company as authorized by the board of managers of 212 Resources, LLC and that he acknowledged said instrument to be the free act and deed of each said limited liability company.

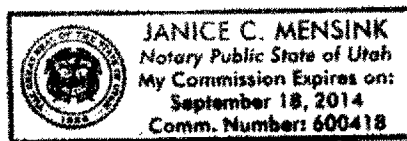

Notary Public

Printed Name: Janice C. Mensink

My Commission Expires:

09/18/2014

Notarial Seal



SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

(i) H2Oil standard character mark; Serial Number 78439648; USPTO Registration Number 3,096,606 issued on June 22, 2004.

(ii) 212 Resources design plus words, letters, and/or numbers; Serial Number 77354690; USPTO Registration Number 3,471,970 issued on July 22, 2008.

(iii) 212Resources standard character mark; Serial Number 77171097; USPTO Registration Number 3,389,647 issued on February 26, 2008.

(iv) Steam Driven Conservation standard character mark; Serial Number 77331265; USPTO Registration Number 3,683,763 issued on September 15, 2009.