

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):

General Electric Capital Corporation
Zions First National Bank

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

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

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)

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

Execution Date(s) June 28, 2011

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

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) H2Oii 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: iptldocket@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: 10

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

ASSIGNMENT

This ASSIGNMENT, dated as of the Effective Date, is entered into between each of the Assignors and the Assignee (each as defined below).

The parties hereto hereby agree as follows:

Borrower: H2Oil Recovery Services, Inc., a Delaware corporation (the "Borrower")

Administrative Agent: General Electric Capital Corporation, as administrative agent and collateral agent for the Lenders (in such capacity and together with its successors and permitted assigns, the "Administrative Agent")

Credit Agreement: Amended and Restated Credit Agreement, dated as of October 26, 2009, among the Borrower, the Lenders from time to time party thereto, and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition are used as defined in the Credit Agreement)

Assignors: (1) General Electric Capital Corporation, a Lender under the Credit Agreement ("GECC")
(2) Zions First National Bank, a Lender under the Credit Agreement ("Zions")

Assignee: 212 Holdings, LLC, a Delaware limited liability company

Effective Date: June 28, 2011

Aggregate Principal Amount of Loans for all Lenders (Amounts as of June 24, 2011)	Aggregate Principal Amounts of Loans Assigned (Amounts as of June 24, 2011)	Percentage Assigned
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

Section 1. Assignment. Each Assignor hereby sells and assigns to Assignee, and Assignee hereby purchases and assumes from such Assignor, such Assignor's rights and obligations in its capacity as Lender under the Credit Agreement (including Liabilities owing to or by such Assignor thereunder) and the other Loan Documents, in each case to the extent related to the amounts identified above (with respect to each Assignor, such Assignor's "Assigned Interest").

Section 2. Representations, Warranties and Covenants of Each Assignor. Each Assignor (a) represents and warrants to Assignee and the Administrative Agent that (i) it has full power and authority, and has taken all actions necessary for it, to execute and deliver this Assignment and to consummate the transactions contemplated hereby, (ii) it is the legal and beneficial owner of its Assigned Interest and that such Assigned Interest is free and clear of any Lien and other adverse claims created by or through such Assignor, (iii) as of June 24, 2011, the outstanding principal amount of such Assignor's Loans is the amount set forth opposite such Assignor's name on the first page of this Assignment under the heading "Aggregate Principal Amounts of Loans Assigned (Amounts as of June 24, 2011)"; (iv) the execution and delivery of this Assignment by such Assignor will not violate any law applicable to such Assignor, and (v) by executing, signing and delivering this Assignment via ClearPar® or any other electronic settlement system designated by the Administrative Agent, the Person signing, executing and delivering this Assignment on behalf of such Assignor is an authorized signer for such Assignor and is authorized to execute, sign and deliver this Agreement, (b) makes no other representation or warranty and assumes no responsibility, including with respect to the aggregate principal amount of Loans for all Lenders, the percentage of the Loans represented by the amounts assigned, any statements, representations and warranties made in or in connection with any Loan Document or any other document or information furnished pursuant thereto, the execution, legality, validity, enforceability or genuineness of any Loan Document or any document or information provided in connection therewith and the existence, nature or value of any Collateral, (c) assumes no responsibility (and makes no representation or warranty) with respect to the financial condition of any Group Member or Loan Party or the performance or nonperformance by any Loan Party of any obligation under any Loan Document or any document provided in connection therewith, and (d) attaches any Notes held by it evidencing at least in part the Assigned Interest of such Assignor (or, if applicable, an affidavit of loss or similar affidavit therefor) and requests that the Administrative Agent exchange such Notes for new Notes in accordance with Section 2.13(e) of the Credit Agreement. With respect to each Assignor, the assignment contemplated hereby shall be without recourse to such Assignor, except to the extent of a breach by such Assignor of its representations, warranties and covenants hereunder.

Section 3. Representations, Warranties and Covenants of Assignee. Assignee (a) represents and warrants to each Assignor and the Administrative Agent that (i) it has full power and authority, and has taken all actions necessary for Assignee, to execute and deliver this Assignment and to consummate the transactions contemplated hereby, (ii) to the extent indicated above, is an Affiliate or an Approved Fund of the Lender set forth above, and (iii) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interests assigned to it hereunder and either such Assignee or the Person exercising discretion in making the decision for such assignment is experienced in acquiring assets of such type, (iv) by executing, signing and delivering this Assignment via ClearPar® or any other electronic settlement system designated by the Administrative Agent, the Person signing, executing and delivering this Assignment on behalf of Assignee is an authorized signer for Assignee and is authorized to execute, sign and deliver this Agreement, (b) appoints and authorizes the Administrative Agent to take such action as administrative agent and collateral agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto, (c) shall perform in accordance with their terms all obligations that, by the terms of the Loan Documents, are required to be performed by it as a Lender, (d) confirms it has received such documents and information as it has deemed appropriate to make its own

credit analysis and decision to enter into this Assignment and shall continue to make its own credit decisions in taking or not taking any action under any Loan Document independently and without reliance upon any Secured Party and based on such documents and information as it shall deem appropriate at the time, (e) acknowledges and agrees that, as a Lender, it may receive material non-public information and confidential information concerning the Loan Parties and their Affiliates and Securities and agrees to use such information in accordance with Section 11.20 of the Credit Agreement, (f) specifies as its applicable lending offices (and addresses for notices) the offices at the addresses set forth beneath its name on the signature pages hereof, and (g) to the extent required pursuant to Section 2.16(f) of the Credit Agreement, attaches two completed originals of Forms W-8ECI, W-8BEN or W-9.

Section 4. Determination of Effective Date; Register. Following the due execution and delivery of this Assignment by each of the Assignors, Assignee and, to the extent required by Section 11.2(b) of the Credit Agreement, the Borrower, this Assignment (including its attachments) will be delivered to the Administrative Agent for its acceptance and recording in the Register. The effective date of this Assignment (the "Effective Date") shall be the later of (a) the acceptance of this Assignment by the Administrative Agent and (b) the recording of this Assignment in the Register. The Administrative Agent shall insert the Effective Date when known in the space provided therefor at the beginning of this Assignment.

Section 5. Effect. As of the Effective Date, (a) Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment, have the rights and obligations of a Lender under the Credit Agreement, and (b) each Assignor shall, to the extent provided in this Assignment, relinquish its rights (except those surviving the termination of the Additional Commitments and payment in full of the Obligations) and be released from its obligations under the Loan Documents other than those obligations relating to events and circumstances occurring prior to the Effective Date.

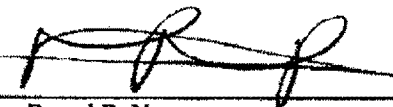
Section 6. Distribution of Payments. On and after the Effective Date, the Administrative Agent shall make all payments under the Loan Documents in respect of each Assigned Interest to Assignee.

Section 7. Miscellaneous. This Assignment is a Loan Document and, as such, is subject to certain provisions of the Credit Agreement, including Sections 1.5 (Interpretation), 11.14(a) (Submission to Jurisdiction) and 11.15 (Waiver of Jury Trial) thereof. On and after the Effective Date, this Assignment shall be binding upon, and inure to the benefit of, each of the Assignors, Assignee, the Administrative Agent and their Related Persons and their successors and assigns. This Assignment shall be governed by, and be construed and interpreted in accordance with, the law of the State of New York. This Assignment 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. Delivery of an executed signature page of this Assignment by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as an Assignor

By: 
Name: Ramzi B. Nassar
Title: Duly Authorized Signatory

ZIONS FIRST NATIONAL BANK,
as an Assignor

By: _____
Name: Diane Hartz Warsoff
Title: Vice President

212 HOLDINGS, LLC,
as Assignee

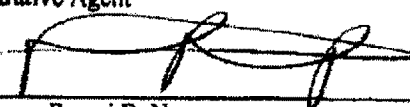
By: _____
Name: Steve Swanson
Title: Duly Authorized Signatory

Address for notices and for any other purpose:

212 Holdings, LLC
c/o North Shore Energy, LLC
Attention: Steve Swanson
370 17th Street, Suite 5625
Denver, CO 80202
Facsimile: (303) 446-2643
Email: steve@northshoreenergyllc.com

ACCEPTED and AGREED
this 28th day of June, 2011:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Ramzi B. Nassar
Title: Duly Authorized Signatory

**SIGNATURE PAGE TO ASSIGNMENT FOR
H2OIL RECOVERY SERVICES, INC.'S CREDIT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as an Assignor

By: _____
Name: Ramzi B. Nassar
Title: Duly Authorized Signatory

ZIONS FIRST NATIONAL BANK,
as an Assignor

By: _____
Name: Diane Hartz Warsoff
Title: Vice President

212 HOLDINGS, LLC,
as Assignee

By: _____
Name: Steve Swanson
Title: Duly Authorized Signatory

Address for notices and for any other purpose:

212 Holdings, LLC
c/o North Shore Energy, LLC
Attention: Steve Swanson
370 17th Street, Suite 5625
Denver, CO 80202
Facsimile: (303) 446-2643
Email: steve@northshoreenergyllc.com

ACCEPTED and AGREED
this ____ day of June, 2011:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: Ramzi B. Nassar
Title: Duly Authorized Signatory

SIGNATURE PAGE TO ASSIGNMENT FOR
H2OIL RECOVERY SERVICES, INC.'S CREDIT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

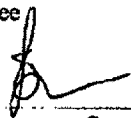
GENERAL ELECTRIC CAPITAL CORPORATION,
as an Assignor

By: _____
Name: Ramzi B. Nassar
Title: Duly Authorized Signatory

ZIONS FIRST NATIONAL BANK,
as an Assignor

By: _____
Name: Diane Hartz Warsoff
Title: Vice President

212 HOLDINGS, LLC,
as Assignee

By:  _____
Name: Steve Swanson
Title: Duly Authorized Signatory

Address for notices and for any other purpose:

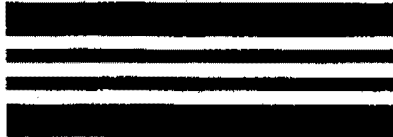
212 Holdings, LLC
c/o North Shore Energy, LLC
Attention: Steve Swanson
370 17th Street, Suite 5625
Denver, CO 80202
Facsimile: (303) 446-2643
Email: steve@northshoreenergyllc.com

ACCEPTED and AGREED
this ____ day of June, 2011:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: Ramzi B. Nassar
Title: Duly Authorized Signatory

SIGNATURE PAGE TO ASSIGNMENT FOR
H2OIL RECOVERY SERVICES, INC.'S CREDIT AGREEMENT



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 11:24 AM 10/27/2009
INITIAL FILING # 2009 3442347

SRV: 090966329

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
H2Oil Recovery Services, Inc.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
380 East Main Street, Building B, Suite 204 Midway UT 84049 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Corporation Delaware 4202208 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
General Electric Capital Corporation, as Administrative Agent

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
800 Long Ridge Road Stamford CT 06927 USA

4. This FINANCING STATEMENT covers the following collateral:
All of the (a) following patents: (i) U.S. Patent No. 6,365,005, (ii) Published Patent Application, Serial Number 12/199,777, published on March 26, 2009 as Publication No. US 2009/0078652 A1, (iii) Published Patent Application, Serial Number 12/199,779, published on March 26, 2009 as Publication No. US 2009/0082906 A1, (iv) all future patents and published patent applications hereafter held by Debtor, and (v) with respect to each of the patents and published patent applications listed in clauses (i) through (iv), all divisionals, continuations, reissues, extensions by law and foreign counterparts of each application and all patents which issue thereon (the "Licensed Patents"); (b) the ideas, designs, technical information, inventions, trade secrets, technology, software, source code and related warranties from vendors, know-how, knowledge, data, specifications, test results and other proprietary information related to the Licensed Patents or otherwise to the recovery of oil and other materials from industrial waste water or the processing of oil tank bottoms, including all work papers, computer files, prototypes and other materials that contain or embody the same, and all copyrights in each and every written expression thereof; and (c) the following trademarks: (i) that certain 212Resources standard character mark; Serial Number 77171097; USPTO Registration Number 3,389,647 registered on February 26, 2008; (ii) that certain 212 Resources design plus words, letters, and/or numbers; Serial Number 77354690; USPTO Registration Number 3,471,970 registered on July 22, 2008; and (iii) that certain Steam Driven Conservation standard character mark; Serial Number 77331265; USPTO Registration Number 3683763 registered on September 15, 2009.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filed with: DE SOS

Additional Pages: 1

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME H2Oil Recovery Services, Inc.		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
					COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME 212 Water Services, Inc.					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS 380 East Main Street, Building B, Suite 204			CITY Midway	STATE UT	POSTAL CODE 84049
					COUNTRY USA

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest).

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:09 PM 07/11/2011
INITIAL FILING # 2009 3442347
AMENDMENT # 2011 2643198
SRV: 110808431

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Brian Wagner
CT Lien Solutions
4400 Easton Commons Way
Suite 125
Columbus, OH 43219-6230

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
20093442347 filed on 10/27/2009

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 8a or 8b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
General Electric Capital Corporation, as Administrative Agent

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
212 Holdings, LLC, as Administrative Agent

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
370 17th Street, Suite 5625 Denver CO 80202 USA

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
General Electric Capital Corporation, as Administrative Agent

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Filed with: DE SOS **8193560-3** Debtor: H2Oil Recovery Services, Inc.

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02) International Association of Commercial Administrators (IACA)