

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
SUB-ONE TECHNOLOGY, INC.		08/23/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FLINT ENERGY SERVICES INC.		
Street Address:	7633 E. 63rd Place		
Internal Address:	Suite 500		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74133		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3738747	SUB-ONE TECHNOLOGY SUB ONE	
Registration Number:	3738744	SUB-ONE	
Registration Number:	3315566	SUB-ONE TECHNOLOGY	
Registration Number:	3333391	INNERARMOR	
CORRESPONDENCE DATA			
Fax Number:	(405)553-2855		
Phone:	405-553-2810		
Email:	jdeligans@hallestill.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Julianna P. Deligans		
Address Line 1:	100 North Broadway		
Address Line 2:	Suite 2900		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
ATTORNEY DOCKET NUMBER:	331269.01983		

OP \$115.00 3738747

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TRADEMARK
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NAME OF SUBMITTER:	Julianna P. Deligans
Signature:	/juliannapdeligans/
Date:	10/12/2011
Total Attachments: 7 source=DOC042#page1.tif source=DOC042#page2.tif source=DOC042#page3.tif source=DOC042#page4.tif source=DOC042#page5.tif source=DOC042#page6.tif source=DOC042#page7.tif	

TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

This **TRADEMARK, PATENT & COPYRIGHT SECURITY AGREEMENT** (this "**Agreement**"), made as of August 23, 2011 by SUB-ONE TECHNOLOGY, INC, a California corporation ("**Grantor**"), in favor of the secured parties party hereto (individually a "**Secured Party**," and collectively the "**Secured Parties**").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of even date herewith (as the same may from time to time be amended, modified, supplemented or restated, the "**Purchase Agreement**"), by and between Grantor and the Secured Parties, the Secured Parties have agreed to make certain advances of money and to extend certain financial accommodation to Grantor as evidenced by certain Secured Convertible Promissory Notes together with the Security Agreement (hereinafter defined), this Agreement and the Purchase Agreement, the "**Loan Agreements**") dated the same date herewith, each made by Grantor and Secured Parties;

WHEREAS, pursuant to the Security Agreement dated as of even date herewith (as the same may from time to time be amended, modified, supplemented or restated, the "**Security Agreement**"), by and between Grantor and the Secured Parties, the Grantor has granted to the Secured Parties a security interest in, *inter alia*, the Intellectual Property and Licenses, including the Trademark Property (hereinafter defined) set forth on Schedule A, the Patent Property (hereinafter defined) set forth on Schedule B, and the Copyright Property (hereinafter defined) set forth on Schedule C; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, shall have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a continuing security interest in all of such Grantor's right, title and interest in, to and under the (i) Trademarks, Trademark Licenses and all goodwill related thereto (collectively, the "**Trademark Property**"), (ii) Patents and Patent Licenses (collectively, the "**Patent Property**") and the Copyrights any Copyright Licenses (collectively, the "**Copyright Property**") to the Secured Parties, as collateral for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office and with the United States Copyright Office. The security interest granted hereby has been granted to the Secured Parties by and in connection with the Loan Agreements

and is expressly subject to the terms and conditions thereof. The Loan Agreements (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Property, Patent Property and in the Copyright Property granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to choice of law doctrine.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

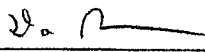
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

ADDRESS OF GRANTOR:

4464 Willow Road, Bldg. 103
Pleasanton, CA 94588

SUB-ONE TECHNOLOGY, INC.

By: 

Dore Rosenblum

**TAXPAYER IDENTIFICATION
NUMBER OF GRANTOR:**

94-3371472

**JURISDICTION OF ORGANIZATION OF
GRANTOR:**

California

SECURED PARTIES:

FLINT ENERGY SERVICES INC.

By: 

Name: Terry L. Cooper

Title: Secretary and Treasurer

Address:

Flint Energy Services Inc.

7633 E. 63rd Place, Ste. 500

Tulsa, Oklahoma 74133-1218

TRADEMARK

REEL: 004640 FRAME: 0370

EXHIBIT A

Trademark Property


Serial	Registration	Mark
77583413	3738747	 Sub-One Technology
77582612	3738744	SUB-ONE
77021117	3315566	Sub-One Technology
77021105	3333391	InnerArmor

EXHIBIT B

Patent Property

Sub-One Patents:

- System and method for treating surfaces of components U.S. Patent No. 7,838,793
- Method for directing plasma flow to coat internal passageways U.S. Patent No. 7,838,085
- Plasma enhanced bonding for improving adhesion and corrosion resistance of deposited films U.S. Patent No. 7,629,031
- Electrode systems and methods of using electrodes U.S. Patent No. 7,626,135
- Method and system for coating sections of internal surfaces U.S. Patent No. 7,608,151
- Method and system for coating internal surfaces using reverse-flow cycling U.S. Patent No. 7,541,069
- Apparatus for directing plasma flow to coat internal passageways U.S. Patent No. 7,444,955
- Method and system for coating internal surfaces of prefabricated process piping in the field U.S. Patent No. 7,300,684

Pending Patents:

- Method for producing diamond-like carbon coatings using diamondoid precursors on internal surfaces Pending Patent No 12/113,256
- Method for producing amorphous carbon coatings on external surfaces using diamondoid precursors. Pending Patent No 12/113,254
- Corrosion-resistant internal coating method using a germanium-containing precursor and hollow cathode techniques Pending Patent No 60/959,361 and 12/218,119
- Method of coating inner and outer surfaces of pipes for thermal solar and other applications Pending Patent No 61/127,432 and 12/465,494
- Controlling internal parameters for coating interior surfaces of pipes and other high length-to-diameter ratio components using multiple internal anode. Pending Patent No 61/288,172

EXHIBIT C

Copyright Property

None.