

## 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
National Recovery Technologies, Inc.		04/26/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Caltius Partners III, LP, as Agent		
Street Address:	11766 Wilshire Boulevard		
Internal Address:	Suite 850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3276425	SECURIFLO	
Registration Number:	1820444	BOS	
Registration Number:	1820443	RMS	
Registration Number:	1765559	VINYL CYCLE	
Registration Number:	1949442	MULTISORT	
Serial Number:	85420555	NRT	
Serial Number:	85557559	SPYDIR	
Serial Number:	85420562		
CORRESPONDENCE DATA			
Fax Number:	3035923140		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-592-3128		

OP \$215.00 3276425

Email: katherine.duplay@bartlit-beck.com  
Correspondent Name: Katherine E. Duplay / Bartlit Beck  
Address Line 1: 1899 Wynkoop Street  
Address Line 2: 8th Floor  
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Michael A. Kane
Signature:	/Michael A. Kane/
Date:	04/30/2012

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of April 26, 2012, is between National Recovery Technologies, Inc., a Delaware corporation (the "*Grantor*"), and Caltius Partners III, LP ("*CP III*"), in its capacity as agent for certain lenders under the Investment Agreement referred to below (together with its successors and assigns, the "*Secured Party*").

### WITNESSETH:

WHEREAS, the Grantor is a party to that Investment Agreement, dated as of February 15, 2008 with CP III and Caltius Partners Executive III, LP ("*CPE III*" and together with CP III, "*Caltius*") and certain other parties, as amended by the First Amendment to Investment Agreement dated as of February 26, 2010, the Second Amendment to Investment Agreement dated as of October 26, 2010, the Third Amendment to Investment Agreement dated as of April 15, 2011, and the Fourth Amendment to Investment Agreement dated as of the date hereof (the "*Fourth Amendment*") (as such Investment Agreement may be further amended, restated, supplemented or otherwise modified from time to time, the "*Investment Agreement*"), pursuant to which Caltius made an investment in Emerging Acquisitions, LLC, an Oregon limited liability company d/b/a Bulk Handling Systems, of \$9,500,000 in the aggregate (the "*Investment*").

WHEREAS, in connection with the Fourth Amendment, the Grantor, the Secured Party and certain other parties entered into that certain Amended and Restated Security Agreement dated as of the date hereof (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which the Grantor granted to the Secured Party a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations (as defined in the Investment Agreement);

WHEREAS, the parties to the Investment Agreement contemplate and intend that the Secured Party shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Investment Agreement) shall occur and be continuing, the right to exercise its remedies under the Investment Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Investment Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

***Section 2. Grant of Security Interest in Trademarks***

The Grantor hereby grants to the Secured Party a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party, on behalf of and for the ratable benefit of the Holders of Notes (as such terms are defined in the Investment Agreement), pursuant to the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

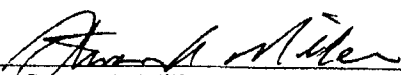
This Agreement shall be governed by, and construed in accordance with the laws of the State of California (excluding conflicts of laws provisions).

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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

GRANTOR:

NATIONAL RECOVERY TECHNOLOGIES, INC .

By:   
Name: Steven A. Miller  
Title: Chief Executive Officer

SECURED PARTY:

CALTIUS PARTNERS III, LP  
By: CPIII, LP, its general partner

By: \_\_\_\_\_  
Name: Michael A. Kane  
Title: Managing Director

*[Signature Page to Trademark Security Agreement]*

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

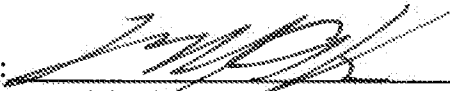
GRANTOR:

NATIONAL RECOVERY TECHNOLOGIES, INC .

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTY:

CALTIUS PARTNERS III, LP  
By: CPIII, LP, its general partner


By:  \_\_\_\_\_  
Name: Michael A. Kane  
Title: Managing Director

*[Signature Page to Trademark Security Agreement]*

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**U.S. TRADEMARKS**

Mark	Registration No.	Registration Date
SECURIFLO	3,276,425	8/7/2007
BOS	1,820,444	2/8/1994
RMS	1,820,443	2/8/1994
VINYLCYCLE	1,765,559	4/20/1993
MULTISORT	1,949,442	1/16/1996

**U.S. TRADEMARK APPLICATIONS**

Mark	Registration No.	Registration Date
NRT	85/420,555	September 12, 2011
SPYDIR	85/557,559	March 1, 2012
	85/420,562	September 12, 2011