

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Roddey Engineering Services, Inc.		05/31/2012	CORPORATION: LOUISIANA

<b>RECEIVING PARTY DATA</b>	
Name:	Regions Bank, as Agent
Street Address:	5001 Spring Valley Road
Internal Address:	Suite 225-E
City:	Dallas
State/Country:	TEXAS
Postal Code:	75244
Entity Type:	CORPORATION: ALABAMA

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Serial Number:	85592260	RES
Serial Number:	85592258	RES RODDEY ENGINEERING SERVICES, INC.
Serial Number:	85592254	RODDEY ENGINEERING SERVICES

<b>CORRESPONDENCE DATA</b>	
Fax Number:	6785337772
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404-681-5974
Email:	mlg@phrd.com
Correspondent Name:	Parker Hudson Rainer & Dobbs, LLP
Address Line 1:	285 Peachtree Center Avenue, N.E.
Address Line 2:	15th Floor - Mike Grove
Address Line 4:	Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3717.160
-------------------------	----------

CH \$90.00 85592260

NAME OF SUBMITTER:	Bobbi Acord Noland
Signature:	/BAN/
Date:	06/06/2012
<b>Total Attachments: 6</b> source=Amendment to Amended & Restated Trademark Security Agreement#page1.tif source=Amendment to Amended & Restated Trademark Security Agreement#page2.tif source=Amendment to Amended & Restated Trademark Security Agreement#page3.tif source=Amendment to Amended & Restated Trademark Security Agreement#page4.tif source=Amendment to Amended & Restated Trademark Security Agreement#page5.tif source=Amendment to Amended & Restated Trademark Security Agreement#page6.tif	

May 31, 2012

Regions Bank, as Agent  
5001 Spring Valley Road  
Suite 225-E  
Dallas, Texas 75244  
Attention: Martin Resource Loan Administration

RE: Amendment to Amended and Restated Trademark Security Agreement – Martin Resource Management Corporation

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Trademark Security Agreement dated March 27, 2012, among Regions Bank, in its capacity as administrative and collateral agent (together with its successors and assigns in such capacity, "Agent") for Lenders, and the parties thereto and named therein as debtors (collectively, "Companies"), as recorded in the United States Patent and Trademark Office (the "USPTO") on May 3, 2012, at Reel No. 4772, Frame 0028 (as at any time amended, modified, restated or supplemented, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

Pursuant to paragraph 7 of the Trademark Security Agreement, if, before Payment in Full of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 of the Trademark Security Agreement shall automatically apply thereto, and the Companies shall give to Agent prompt notice thereof in writing, and Agent is authorized and empowered to modify the Trademark Security Agreement by amending Exhibit A thereto to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 thereof.

The undersigned Company desires to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Exhibit A-1 attached hereto on Exhibit A to the Trademark Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Companies' expense.

To secure the prompt payment and performance of all of the Secured Obligations, the undersigned Company hereby grants, assigns and pledges to Agent, for the benefit of itself, Lenders and the other Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (collectively, the "Additional Trademark Collateral!"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications identified to such Company listed

on Exhibit A-1 attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Additional Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Additional Trademarks; and

(c) all proceeds of the foregoing.

The undersigned Company represents and warrants to Secured Parties that:

(a) Each of the Additional Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon the filing of the appropriate financing statement in the appropriate jurisdiction for such Company, this letter agreement will create a legal, valid and perfected Lien upon and security interest in the Additional Trademark Collateral that is listed on Exhibit A-1 attached hereto, enforceable against such Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Additional Trademarks does or may violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this letter agreement and perform its terms;

(e) Each of the Additional Trademarks is valid and enforceable; and

(f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Additional Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 of the Trademark Security Agreement), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Liens.

The undersigned Company covenants and agrees with Secured Parties that:

(a) Such Company will maintain the quality of the products associated with the Additional Trademarks, at a level consistent with the quality at the time of this letter agreement;

(b) Such Company will not materially diminish the quality of the products associated with the Additional Trademarks without Agent's prior written consent; and

(c) Except for Additional Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of the

Trademark Security Agreement, proper statutory notice in connection with its use of the registered Additional Trademarks, including, without limitation, filing an affidavit of use with the USPTO and any applicable foreign filing office for each registered Additional Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

The undersigned Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by the undersigned Company and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.


[Remainder of page intentionally left blank; Signatures appear on following page.]

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

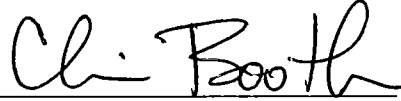
Very truly yours,

**COMPANY:**

**RODDEY ENGINEERING SERVICES, INC.**

By:  \_\_\_\_\_

**Robert D. Bondurant**, Executive Vice  
President and Chief Financial Officer

Attest:  \_\_\_\_\_

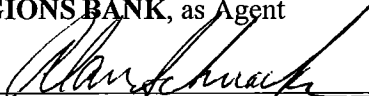
**Chris Booth**, Secretary

[Signatures continue on following page.]

Accepted and agreed to:


**REGIONS BANK**, as Agent

By:

  
\_\_\_\_\_  
Alan Schnacke, Senior Vice President

**EXHIBIT A-1**

**Trademarks and Trademark Applications**

<b><u>CREDIT PARTY</u></b>	<b><u>Trademark</u></b>	<b><u>Jurisdiction where Registered</u></b>	<b><u>Registration/Application Number</u></b>
Roddey Engineering Services, Inc.	RES	United States	85592260 (Appl. #)
Roddey Engineering Services, Inc.		United States	85592258 (Appl. #)
Roddey Engineering Services, Inc.	RODDEY ENGINEERING SERVICES	United States	85592254 (Appl. #)