

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
American Gilsonite Company		08/28/2012	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA	
Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	246 Goose Lane, Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	73753963	BORE-PLATE
Registration Number:	1787717	GILSONITE

CORRESPONDENCE DATA	
Fax Number:	3026365454
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	800-927-9801 x2348
Email:	jpaterso@cscinfo.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	331317-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/

CH \$65.00 73753963

Date:

08/30/2012

Total Attachments: 5

source=8-30-12 American Gilsonite Company-TM#page1.tif

source=8-30-12 American Gilsonite Company-TM#page2.tif

source=8-30-12 American Gilsonite Company-TM#page3.tif

source=8-30-12 American Gilsonite Company-TM#page4.tif

source=8-30-12 American Gilsonite Company-TM#page5.tif

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):

American Gilonite Company

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 28, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Wilmington Trust, National Association, as Collateral Agent

Name: _____

Street Address: 246 Goose Lane, Suite 105

City: Gulford

State: CT

Country: USA Zip: 06437

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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) _____ Text _____

73753963 BORE-PLATE

B. Trademark Registration No.(s)

1539927

Additional sheet(s) attached? Yes No

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

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

Name: Nicole Piazza

Internal Address: _____

Street Address: Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212.701.3231

Docket Number: _____

Email Address: npiazza@cahill.com

6. Total number of applications and registrations involved:

2

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Nicole Piazza
Signature

8/28/2012
Date

Nicole Piazza

Name of Person Signing

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

5

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

NOTICE OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Second Lien Security and Pledge Agreement dated as of August 28, 2012 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (the "Collateral Agent") for the Secured Parties referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Secured Parties. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
----------------------	--	--------------------------

See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Application</u>
----------------------------------	---	--

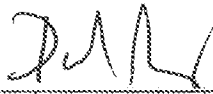
See Schedule 1 attached hereto

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS IS SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 28, 2012 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), AMONG AMERICAN GILSONITE COMPANY, THE GRANTORS PARTY THERETO, KEYBANK NATIONAL ASSOCIATION, AS CREDIT AGREEMENT AGENT, WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SENIOR SECURED NOTES COLLATERAL AGENT AND EACH ADDITIONAL NOTES COLLATERAL AGENT FROM TIME TO TIME PARTY THERETO.

The undersigned Obligor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing copyrights and copyright applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

Very truly yours,

AMERICAN GILSONITE COMPANY

By: 
Name: David Perez
Title: Vice President and Treasurer

[Trademark Security Agreement]

TRADEMARK
REEL: 004852 FRAME: 0951

Acknowledged and Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: Timothy P. Mowdy
Name: Timothy P. Mowdy
Title: Administrative Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 004852 FRAME: 0952

SCHEDULE 1

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
BORE-PLATE	US	73753963 9/26/1988	1539927 5/23/1989	American Gilsonite Company	Registered
GILSONITE	US	74216978 10/30/1991	1787717 8/17/1993	American Gilsonite Company	Registered