OP \$440.00 86806525

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM545980

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BioChem Systems, Inc.		09/15/2019	Corporation: KANSAS

RECEIVING PARTY DATA

Name:	BancFirst		
Street Address:	eet Address: 7625 East 51st Street		
City:	Tulsa		
State/Country:	tate/Country: OKLAHOMA		
Postal Code:	ostal Code: 74145		
Entity Type:	ntity Type: Chartered Bank: OKLAHOMA		

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark	
Serial Number:	86806525	UPPERCUT	
Serial Number:	73592758	BIO T	
Serial Number:	73690393	BIO T	
Serial Number:	75111519	TARBUSTER	
Serial Number:	74431416	BIOCHEM SYSTEMS	
Serial Number:	75312965	CABLE CLEAR	
Serial Number:	75225017	SOLSAFE	
Serial Number:	75427286		
Serial Number:	75444339		
Serial Number:	75928759	TARPEDO	
Serial Number:	76432823	BIOBRAKE	
Serial Number:	76547015	GRAFFITI BUSTER	
Serial Number:	86025888	SMART CHEMISTRY	
Serial Number:	86252697	SULFIDOX	
Serial Number:	86504578	RAILX	
Serial Number:	86671873	VAPORX	
Serial Number:	86671728	VPRX	

CORRESPONDENCE DATA

TRADEMARK REEL: 006775 FRAME: 0717

900520080

Fax Number: 9185929801

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 918.592.9871

Email: debra.pascoe@crowedunlevy.com

Correspondent Name: Debra L. Pascoe, ACP
Address Line 1: 321 South Boston Avenue

Address Line 2: Suite 500

Address Line 4: Tulsa, OKLAHOMA 74103

NAME OF SUBMITTER:	IITTER: Debra L. Pascoe, ACP	
SIGNATURE:	/Debra L. Pascoe, ACP/	
DATE SIGNED:	10/21/2019	

Total Attachments: 3

source=BioChem US Trademarks#page1.tif source=BioChem US Trademarks#page2.tif source=BioChem US Trademarks#page3.tif

TRADEMARK REEL: 006775 FRAME: 0718

SECURITY AGREEMENT / NOTICE OF SECURITY INTEREST (U.S. TRADEMARKS - BIOCHEM SYSTEMS, INC.)

THIS SECURITY AGREEMENT/NOTICE OF SECURITY INTEREST (TRADEMARKS) (this "Agreement") entered into as of September 15, 2019, is made by BIOCHEM SYSTEMS, INC., a Kansas corporation (the "Grantor") in favor of BANCFIRST (the "Administrative Agent") for the benefit of the Lenders (as defined below).

WHEREAS, Grantor holds all right, title and interest in the letter trademarks, design trademarks and utility trademarks listed on the annexed Exhibit 1, which trademarks are issued or applied for in the United States Patent and Trademark Office, as more fully set forth on Exhibit 1 (the "Trademarks"); and

WHEREAS, pursuant to the Credit Agreement dated as of even date herewith (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Credit Agreement") between and among Refined Technologies, Inc., a Delaware corporation, and its Subsidiaries listed on Schedule 3.29 annexed thereto as borrowers, including without limitation, Grantor (collectively, the "Borrowers"), the lenders party thereto (each a "Lender" and collectively, the "Lenders"), and the Administrative Agent, the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers have entered into a Security Agreement dated as of even date with the Credit Agreement (the "Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks and the applications and reissues, continuations, extensions, and reexaminations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Patent Collateral"), to secure the payment, performance and observance of the Obligations (as described in the Security Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Administrative Agent for the benefit of the Lenders, a continuing security interest in the Patent Collateral to secure the prompt payment, performance and observance of the Obligations.

In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

TRADEMARK
REEL: 006775 FRAME: 0719

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

		BIOCH By	IEM SYSTEMS William R. Nath	Kladi	5_
STATE OF TEXAS)				
COUNTY OF HARRIS) ss.)				
This instrument wa William R. Nath, as Vice Pr			ems, Inc., a Kan		
My Commission # 10 31	21 expires	:			
SEAL]	Notary	RIKA A. TRE Public, Sta n. Expires 1 ary ID 129	e of Texas 0-31-2021		

EXHIBIT 1

TRADEMARKS <u>U.S. APPLICATIONS/REGISTRATIONS</u>

	Name	Registration Number	Serial/File Number
1	UPPERCUT	5,083,574	86806525
2	Bio T	1415524	73592758
3	Biot T (Design)	1489806	73690393
4	TarBuster	2075495	75111519
5	BioChem Systems	2109335	74431416
6	Cable Clear	2174961	75312965
7	SolSafe	2193134	75225017
8	Leaf Design (Test Tube)	2225937	75427286
9	Leaf Design	2226145	75444339
10	Tarpedo	2534779	75928759
11	BioBrake	2726899	76432823
12	Graffiti Buster	2891021	76547015
13	Smart Chemistry	4642146	86025888
14	Sulfidox	4721503	86252697
15	RailX	4937957	86504578
16	VAPORX	5060531	86671873
17	VPRX	5050865	86671728

3491830.3

RECORDED: 10/21/2019

TRADEMARK REEL: 006775 FRAME: 0721