

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
Brock Enterprises, Inc.		02/26/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	1445 Market Street		
Internal Address:	5th Floor, Mail Code: CA5-701-05-19		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2284672	BROCK	
CORRESPONDENCE DATA			
Fax Number:	(202)639-7003		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-639-7352		
Email:	davidmi@friedfrank.com		
Correspondent Name:	Michael David		
Address Line 1:	c/o Fried Frank		
Address Line 2:	1001 Pennsylvania Ave., NW, Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Michael David		
Signature:	/Michael David/		
Date:	03/09/2007		

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Total Attachments: 4
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Grant of Security Interest
in United States Patents and Trademarks

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Brock Enterprises, Inc., a Texas corporation (the "Grantor"), having its chief executive office at 1670 East Cardinal Drive, Beaumont, TX 77705, hereby grants to Bank of America, N.A., as Collateral Agent, (the "Grantee"), with offices at 1455 Market Street, 5th Floor, Mail Code: CA5-701-05-19, San Francisco, California, 94103, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of February __, 2007, as amended, modified or supplemented from time to time (the "Security Agreement").


THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the _____ day of February, 2007.

BROCK ENTERPRISES, INC., as Grantor

By: 
Name: Kelvin Collard
Title: Chief Financial Officer

**BANK OF AMERICA, N.A., as Collateral Agent,
as Grantee**

By: 
Name: Olga Traker
Title: Vice President

[Signature Page to Brock Enterprises, Inc. Patent and Trademark Grant]

Event:

None.

Trademarks:

<i>Entity</i>	<i>Trademark</i>	<i>Federally Registered</i>	<i>Registration Number</i>	<i>Country</i>
Brock Enterprises, Inc.	"BROCK"	Yes	2,284,672	USA