

TO: L. JEFFREY HUBANEK COMPANY: 100 CONGRESS, SUITE 300

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**07/26/2011
 900197954**

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Multi-Chem Group, LLC		08/24/2010	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Ave., 9th Fl.
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: United States

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3941560	ACROCLEAR
Registration Number:	3790885	CAPSURE
Registration Number:	3803650	FAL
Registration Number:	2950972	MULTI-CHEM
Registration Number:	2927613	MULTI-CHEM
Registration Number:	2988841	MULTI-CHEM
Registration Number:	2999954	MULTI-CHEM PRODUCTION CHEMICALS
Registration Number:	2904618	MULTI-CHEM PRODUCTION CHEMICALS
Registration Number:	2904401	MULTI-CHEM PRODUCTION CHEMICALS
Registration Number:	3771905	MULTI-STIM
Registration Number:	3877474	MULTISWEET
Registration Number:	3951318	SAFESPEND
Registration Number:	3033204	THE GAS ENHANCEMENT COMPANY

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USPTO

7/28/2011 9:54:34 AM PAGE 5/019

Fax Server

TO:L. JEFFREY HUBANEK COMPANY:100 CONGRESS, SUITE 300

CORRESPONDENCE DATA

Fax Number: (214)756-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147408113

Email: sritchie@lockelord.com

Correspondent Name: L. Jeffrey Hubanek

Address Line 1: 100 Congress, Suite 300

Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	001321400062
NAME OF SUBMITTER:	L Jeffrey Hubanek
Signature:	/L Jeffrey Hubanek/
Date:	07/26/2011

Total Attachments: 14

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7/28/2011 9:54:34 AM PAGE 6/019 Fax Server

TO: L. JEFFREY HUBANEK COMPANY: 100 CONGRESS, SUITE 300

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 24, 2010, is by and between MULTI-CHEM GROUP, LLC, a Texas limited liability company, whose address is 2905 Southwestern Blvd., San Angelo, Texas 76904, Attention: Jorge Velarde ("Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association, 2200 Ross Avenue, 9th Floor, Dallas, Texas 75201, Attention: Christy West ("Secured Party").

WHEREAS, Debtor, Secured Party and the other Loan Parties thereto have entered into that certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor, Secured Party and the other US Loan Parties thereto have entered into a Pledge and Security Agreement of even date herewith (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the Security Agreement):

(a) any and all patents and patent applications (including, without limitation, each patents and patent applications listed on Schedule 1 attached hereto), together with (i) all inventions and improvements described and claimed therein, (ii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements thereof, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the

USPTO

7/28/2011 9:54:34 AM PAGE 7/019 Fax Server

TO: L. JEFFREY HUBANEK COMPANY: 100 CONGRESS, SUITE 300

business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 2 attached hereto), together with (i) all renewals of the foregoing, (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (v) all rights corresponding to any of the foregoing throughout the world;

(c) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(d) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(e) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedules 1 and 2 are incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

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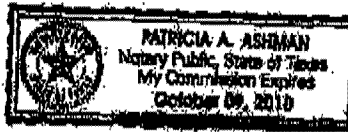
7/26/2011 9:54:34 AM PAGE 10/019 Fax Server

TO: L. JEFFREY HUBANEK COMPANY: 100 CONGRESS, SUITE 300

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 8/29/10, 2010, by Christy West, Vice President of JPMorgan Chase Bank, N.A., a national banking association, on behalf of said association.

Patricia A. Ashman
Notary Public in and for the State of Texas
Printed Name: Patricia A. Ashman
My Commission Expires: 10/9/10



Signature Page(s) to
Patent & Trademark Security Agreement

USPTO

7/28/2011 9:54:34 AM PAGE 11/019

Fax Server

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**SCHEDULE 1 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

(See attached Schedule)

Schedule 1 to Patent and Trademark Security Agreement

AUS:0013214/00062:443283v1

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SCHEDULE 1

STATUS OF MULTI-CHEM PATENT FILES

Patent Matter	JW File No.	Country	Patent/Serial No.	Filed/Issue Date	Multi-Chem Contact/Inventor	JW Attorneys	Status/Deadlines
Method for Removal of Hydrogen Sulfide from Geothermal Steam and Condensate	124050.0081.001	PCT	PCT/US09/06402	12/07/2009	Michael Harless Danny Durham	Michael Locklar	10/05/2010 Demand CH II 10/05/2010 Respond to Written Opinion 06/05/2011 PCT 30-Month Deadline 07/05/2011 EPO Request for Exam if CH II
Method and Systems for Applying and Monitoring Multiple Chemical Treatments in Gas Wells	124050.0109.001	United States	12/506,783	07/21/2009	Danny Durham	Michael Locklar	Pending - Awaiting Examination
Method and Apparatus for Remotely Monitoring Acrokin Temperature in Storage Tanks	124050.0124	PCT	Pctus10/24253	02/16/2010	Michael Harless Danny Durham	Michael Locklar	Pending - Awaiting Issuance of International Search Report / Written Opinion
Anti-Agglomerate Gas Hydrate	n/a	n/a	n/a	n/a	Danny Durham	Michael Locklar	Not yet filed

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USPTO

7/28/2011 9:54:34 AM PAGE 14/019

Fax Server

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**SCHEDULE 2 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

TRADEMARKS
(See attached Schedule)

Schedule 2 to Patent and Trademark Security Agreement
AUS:0013214/00062:443283v1

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USPTO

7/28/2011 9:54:34 AM PAGE 15/019 Fax Server

TO: L. JEFFREY HUBANEK COMPANY: 100 CONGRESS, SUITE 300

SCHEDULE 2

Multi-Chem Group, LLC

Trademark Report by Mark
Status: ACTIVE

Printed: 8/9/2010 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ACROCIDE							
UNITED STATES	124050.0045.000	2/19/2009	77873,570			ALLOWED	005
ACROCIDE (word)							
CANADA	124050.0049.000	5/19/2009	1498618			ALLOWED	001
ACROCLEAR							
CANADA	124050.0038.001	10/9/2008	1,413,948			ALLOWED	001
UNITED KINGDOM	124050.0038.003	4/1/2009	2512737			PENDING	001
UNITED STATES	124050.0050.000	11/13/2009	77872,261			ALLOWED	001
ACROCLEAR (WORD)							
FRANCE	124050.0038.002	4/3/2009	093641372	8/4/2009	093641372	REGISTERED	001
ACROQUATIC H							
UNITED STATES	124050.0064.000	4/5/2010	85/008,170			PENDING	005
CAPSURE							
CANADA	124050.0036.002	1/30/2009	1426176			ALLOWED	01
EUROPEAN UNION (CT	124050.0036.001	7/8/2008	007147201			PENDING	001
UNITED STATES	124050.0036.000	2/6/2008	77390,514	5/18/2010	3,790,665	REGISTERED	001
AL							
CANADA	124050.0037.002	1/30/2009	1426175			ALLOWED	001
EUROPEAN UNION (CT	124050.0037.001	8/8/2008	007147051			PENDING	040,001
UNITED STATES	124050.0037.000	2/6/2008	77390,493	8/15/2010	3,803,650	REGISTERED	040
FLOCOR							
EUROPEAN UNION (CT	124050.0034.001	7/31/2008	007142185	11/3/2009	7142185	REGISTERED	001
UNITED STATES	124050.0034.000	2/7/2008	77391,259			ALLOWED	001
INTEGNC							
CANADA	124050.0030.013	12/13/2007	1376180	7/30/2009	TMA744427	REGISTERED	37
UNITED STATES	124050.0030.000	9/21/2007	77285,780			ALLOWED	037
MC PRODUCTION CHEMICALS (word)							
CANADA	124050.0080.000	7/21/2009	1445401			PENDING	001,040
MC PRODUCTION CHEMICALS DESIGN							
CANADA	124050.0061.000	7/21/2009	1445480			PENDING	001,040
MULTI-CHEM							
ALGERIA	124050.0033.020	2/10/2009	090373			PENDING	001,040,042
ANGOLA	124050.0033.002	2/13/2008	1859908			PENDING	042
ARGENTINA	124050.0033.012	3/13/2008	2809858			PENDING	001
ARGENTINA	124050.0033.016	3/13/2008	2809858			PENDING	042
AUSTRALIA	124050.0033.008					MAILED	040

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REEL: 004601 FRAME: 0622

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7/28/2011 9:54:34 AM PAGE 16/019 Fax Server

TO: L. JEFFREY HUBANEK COMPANY: 100 CONGRESS, SUITE 300

Trademark Report by Mark

Printed: 8/9/2010 Page 2

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>MULTI-CHEM continued . . .</i>							
BRAZIL	124050.0033.017	3/17/2008	829628789			PENDING	001
CHINA	124050.0033.022	12/7/2007	6424851			PENDING	042
COLOMBIA	124050.0033.011	2/19/2008	09-013272			PENDING	001
COLOMBIA	124050.0033.013	2/19/2008	09-013281			PENDING	042
EQUADOR	124050.0033.010	1/14/2009	209402	9/24/2009	6454-08	REGISTERED	001
EQUADOR	124050.0032.010	1/14/2009	209403	9/24/2009	2815-08	REGISTERED	042
INDONESIA	124050.0033.007	12/18/2007	042058	12/4/2009	10M000212947	REGISTERED	001
INDONESIA	124050.0033.023	12/18/2007	042060	12/4/2009	10M000212856	REGISTERED	042
IVORY COAST	124050.0033.004	2/8/2008	3200800350	2/8/2008	58263	REGISTERED	042
IVORY COAST	124050.0033.015	2/8/2008	3200800351	2/8/2008	58264	REGISTERED	001
KAZAKHSTAN	124050.0033.021	8/3/2008	44438	3/9/2008	44438	REGISTERED	001,042
MEXICO	124050.0013.006	5/11/2005	716783	3/20/2006	924684	REGISTERED	40
MEXICO	124050.0014.000	5/11/2005	716790	11/23/2005	808528	REGISTERED	01
NIGERIA	124050.0033.003	2/8/2008	TP184719			PENDING	042
NIGERIA	124050.0033.014	2/8/2008	TP184722			PENDING	001
NORWAY	124050.0033.001	2/6/2008	200801594	4/14/2008	245344	REGISTERED	001,042
UNITED STATES	124050.0001.009	9/2/2003	76542,218	5/17/2005	2,950,972	REGISTERED	40
UNITED STATES	124050.0004.000	3/3/2004	76578,883	2/22/2005	2,927,613	REGISTERED	01
UNITED STATES	124050.0009.000	5/17/2004	76976,819	8/30/2005	2,988,841	REGISTERED	40
VENEZUELA	124050.0033.009	2/12/2008	2282-08			PENDING	042
VENEZUELA	124050.0033.018	2/12/2008	2281-08			PENDING	001
MULTI-CHEM & DEVICE Design							
TRINIDAD & TOBAGO	124050.0022.000	4/2/2007	38339			PENDING	01,39,40
MULTI-CHEM (word mark)							
FEDERATION OF RUSS	124050.0033.019	8/15/2008	2008729519			PENDING	001
MULTI-CHEM (word)							
BRAZIL	124050.0033.008	3/17/2008	829628754			PENDING	042
EUROPEAN UNION (CT	124050.0025.000	3/1/2007	5725239	6/13/2008	5725239	REGISTERED	01,40,42
MULTI-CHEM PRODUCTION CHEMICALS							
CANADA	124050.0007.000	10/30/2003	1195095			PENDING	40,42
MULTI-CHEM PRODUCTION CHEMICALS & DESIGN							
CANADA	124050.0006.000	10/30/2003	1195094			PENDING	40,42
EUROPEAN UNION (CT	124050.0027.000	3/2/2007	5755988	5/29/2008	5755988	REGISTERED	01,40,42
MEXICO	124050.0010.000	5/11/2005	716794	3/24/2006	925297	REGISTERED	40
MEXICO	124050.0011.000	5/11/2005	716791	6/29/2006	841169	REGISTERED	42
MEXICO	124050.0012.000	6/11/2005	716782	12/18/2005	814417	REGISTERED	01
UNITED STATES	124050.0005.000	3/3/2004	76578,882	9/27/2005	2,969,854	REGISTERED	01
UNITED STATES	124050.0008.000	9/2/2003	76676,806	11/23/2004	2,904,618	REGISTERED	42

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USPTO

7/28/2011 9:54:34 AM PAGE 17/019 Fax Server

TO: L. JEFFREY HUBANEK COMPANY: 100 CONGRESS, SUITE 300

Trademark Report by Mark

Printed: 8/9/2010 Page 3

COUNTRY	REFERENCE#	FILED	APPL#	REQDT	REG#	STATUS	CLASSES
<i>MULTI-CHEM PRODUCTION CHEMICALS & DESIGN continued...</i>							
UNITED STATES	124050.0002.000	9/2/2003	78542,217	11/29/2004	2,904,401	REGISTERED	40
MULTI-CHEM PRODUCTION CHEMICALS (DEVICE MARK)							
ALGERIA	124050.0032.018					MAILED	001,042
FEDERATION OF RUSS	124050.0032.017	9/15/2008	2008729517			PENDING	001
KAZAKHSTAN	124050.0032.019	9/3/2008	44137	11/19/2009	44437	REGISTERED	001,042
MULTI-CHEM PRODUCTION CHEMICALS (device)							
ARGENTINA	124050.0032.012					PROPOSED	
AUSTRALIA	124050.0032.006					MAILED	040
BRAZIL	124050.0032.008					PROPOSED	042
CHINA	124050.0032.021	12/7/2007	8424849			PENDING	040
COLOMBIA	124050.0032.011	2/19/2008	08-013262			PENDING	001
COLOMBIA	124050.0032.013	2/19/2008	08-013264			PENDING	042
IVORY COAST	124050.0032.004	2/8/2008	3200800348	2/8/2008	58282	REGISTERED	001
IVORY COAST	124050.0032.016	2/8/2008	3200800349	2/8/2008	68281	REGISTERED	042
NIGERIA	124050.0032.009	2/8/2008	TP184720			PENDING	042
NIGERIA	124050.0032.014	2/8/2008	TP184721			PENDING	001
NORWAY	124050.0032.001		200801592	4/14/2008	245942	REGISTERED	040,042,001
MULTI-CHEM PRODUCTION CHEMICALS (word mark)							
CHINA	124050.0032.030		7236550			PENDING	001,040,042
COLOMBIA	124050.0032.024	3/3/2009	21534			PENDING	001
COLOMBIA	124050.0032.025	3/3/2009	21531			PENDING	040
COLOMBIA	124050.0032.026	3/3/2009	21532			PENDING	042
EUROPEAN UNION (CT	124050.0027.001	3/31/2009	8143752	11/22/2009	8143752	REGISTERED	001,040,042
FEDERATION OF RUSS	124050.0032.032	3/18/2009	n/a			PENDING	01,040,042
INDONESIA	124050.0032.028	4/3/2009	011214			PENDING	01,040,042
IVORY COAST	124050.0032.039	3/10/2009	32009-00379			PENDING	01
IVORY COAST	124050.0032.036	3/10/2009	32009-00379			PENDING	040,042
KAZAKHSTAN	124050.0032.031	3/18/2009	46345	3/18/2009	46345	REGISTERED	042
NIGERIA	124050.0032.029	3/20/2009	2009/3899			PENDING	001
NIGERIA	124050.0032.034	3/20/2009	2009/3900			PENDING	040
NIGERIA	124050.0032.035	3/20/2009	2009/3898			PENDING	42
NORWAY	124050.0032.028	3/30/2009	200903170	9/29/2009	252716	REGISTERED	042
VENEZUELA	124050.0032.027	4/21/2009	6559-09			PENDING	50
MULTI-CHEM PRODUCTION CHEMICALS device							
VENEZUELA	124050.0032.009	2/12/2008	2280-08			PENDING	042
VENEZUELA	124050.0032.016	2/12/2008	2278-08			PENDING	001
MULTI-CHEM PRODUCTION CHEMICALS Device Design							
ANGOLA	124050.0032.002	2/13/2008	18598/08			PENDING	042

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USPTO

7/28/2011 9:54:34 AM PAGE 18/019

Fax Server

TO: L. JEFFREY HUBANEK COMPANY: 100 CONGRESS, SUITE 300

Trademark Report by Mark

Printed: 8/9/2010 Page 4

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
MULTI-CHEM PRODUCTION CHEMICALS Device Design							
ANGOLA	124050.0032.020	2/13/2008	18587/08			PENDING	001
INDONESIA	124050.0032.007	12/18/2007	042057	12/4/2009	IDM000212854	REGISTERED	001
MULTI-CHEM PRODUCTION CHEMICALS Device Design							
INDONESIA	124050.0032.022	12/18/2007	042058	12/4/2009	IDM000212855	REGISTERED	042
MULTI-STIM							
ALGERIA	124050.0030.016	2/10/2009	090372			PENDING	007
ANGOLA	124050.0030.002	2/13/2008	18586/08			PENDING	007
ARGENTINA	124050.0030.012	3/13/2008	2809855	3/10/2009	2278139	REGISTERED	007
AUSTRALIA	124050.0030.006					MAILED	040
BRAZIL	124050.0030.008	3/17/2008	829628819			PENDING	007
CHINA	124050.0030.005	12/7/2007	6424846			PENDING	007
COLOMBIA	124050.0030.011	2/19/2008	08-013284			PENDING	007
EQUADOR	124050.0030.010	1/14/2009	209400	9/24/2009	6452-09	REGISTERED	007
EUROPEAN UNION (CT	124050.0020.000	2/19/2007	5697461	11/21/2008	5697461	REGISTERED	006,007,009
FEDERATION OF RUSS	124050.0030.015	9/15/2008	2008728515	9/15/2008	390853	REGISTERED	007
INDONESIA	124050.0030.007	12/18/2007	042056	12/18/2007	IDM000212946	REGISTERED	07
IVORY COAST	124050.0030.004	2/8/2008	3200900347	2/8/2008	58280	REGISTERED	007
KAZAKHSTAN	124050.0030.017	9/3/2008	44436	2/22/2010	44436	REGISTERED	007
GERIA	124050.0030.003	2/8/2008	184718			PENDING	007
NORWAY	124050.0030.001		200801596	4/14/2008	245345	REGISTERED	007
UNITED STATES	124050.0021.000	2/16/2007	78972,825	4/8/2010	3,771,905	REGISTERED	007
VENEZUELA	124050.0030.009	2/12/2008	2278/08			PENDING	007
MULTI-STIM MMS (word)							
CANADA	124050.0062.000	8/23/2009	1,442,472			PENDING	007
MULTI-SWEET							
UNITED STATES	124050.0042.000	12/10/2008	77/630,609			ALLOWED	040
UNITED STATES	124050.0044.000	12/10/2008	77/630,592			ALLOWED	001
MULTI-SWEET (word mark)							
CANADA	124050.0047.000	12/17/2008	1,422,162			ALLOWED	040
MULTI-SWEET (word)							
CANADA	124050.0048.000	12/17/2008	1,422,161			PENDING	001
MULTISWEET (word) (no hyphen)							
CANADA	124050.0065.000					MAILED	001
MULTITAG							
UNITED STATES	124050.0039.000	11/8/2008	77/608,550			ALLOWED	001
UNITED STATES	124050.0040.000	11/8/2008	77/608,552			ALLOWED	040
NATURALINE							
UNITED STATES	124050.0063.000	2/19/2010	77/939,726			PENDING	001

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7/28/2011 9:54:34 AM PAGE 19/019 Fax Server

TO: L. JEFFREY HUBANEK COMPANY: 100 CONGRESS, SUITE 300

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Printed: 8/8/2010 Page 5

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PSIG							
CANADA	124050.0031.013	8/28/2008	1,375,882			ALLOWED	037
SAFESPEND							
UNITED STATES	124050.0041.000	12/10/2008	77630,815			ALLOWED	040
SAFESPEND (word mark)							
CANADA	124050.0048.000	12/17/2008	1,422,163			ALLOWED	040
THE GAS ENHANCEMENT COMPANY							
ARGENTINA	124050.0031.012	3/13/2008	2809858	3/10/2009	2278140	REGISTERED	040
ARGENTINA	124050.0030.014	3/13/2008	2809857	3/10/2009	2278141	REGISTERED	001
CANADA	124050.0003.001	3/22/2004	1211290	10/6/2005	TMA649836	REGISTERED	40,42
COLOMBIA	124050.0031.011	2/19/2008	08-013268	8/30/2008	363593	REGISTERED	042
ECUADOR	124050.0031.010	1/14/2009	208401	9/24/2009	261809	REGISTERED	042
EUROPEAN UNION (CT)	124050.0029.000	3/1/2007	5724653	6/28/2008	5724653	REGISTERED	01,40,42
INDONESIA	124050.0031.007	12/18/2007	042056		IDM000212853	REGISTERED	040
UNITED STATES	124050.0003.000	2/19/2004	78/576,319	12/20/2005	3,039,204	REGISTERED	40
VALUEFLO							
EUROPEAN UNION (CT)	124050.0035.001	12/10/2008	7142359	12/10/2009	7142359	REGISTERED	001
UNITED STATES	124050.0035.000	2/7/2008	77/391,273			ALLOWED	001
END OF REPORT						TOTAL ITEMS SELECTED ** 132	