

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
Magnablend, Inc.		05/25/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Amegy Bank National Association		
Street Address:	4480 Post Oak Parkway		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Texas Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3645628	MAGNABLEND INC. CUSTOM CHEMICAL MANUFACTURING, BLENDING & PACKAGING	
Registration Number:	3625468	MAGNABLEND	
CORRESPONDENCE DATA			
Fax Number:	(214)659-4059		
Phone:	(214) 651-2011		
Email:	alison.cross@strasburger.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Alison Cross		
Address Line 1:	901 Main		
Address Line 2:	Suite 4400		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	10854.0376		
NAME OF SUBMITTER:	Alison Cross		

CH \$65.00 3645628

900208310

**TRADEMARK
 REEL: 004669 FRAME: 0795**

Signature:	/s/
Date:	12/01/2011
Total Attachments: 6 source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif source=Intellectual Property Security Agreement#page5.tif source=Intellectual Property Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated as of May 31, 2011 is made by Magnablend, Inc., a Texas corporation ("*Debtor*"), in favor of Amegy Bank National Association ("*Secured Party*"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "*Administrative Agent*") for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, at the time of the execution of this IP Security Agreement, the Lenders and Administrative Agent have agreed to make extensions of credit to Debtor and Magnablend Holdings, Inc. ("*Holdings*" and together with Debtor, "*Borrower*") pursuant to the provisions of a Credit Agreement dated as of May 31, 2011, among Borrower, Administrative Agent, and the lenders from time to time thereto (as may be amended, the "*Credit Agreement*"); and

WHEREAS, as a condition precedent to the making of the loans by Secured Party under the Credit Agreement, Debtor has agreed to grant to Secured Party a security interest in all Intellectual Property of Debtor; and

WHEREAS, Debtor has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

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

1. Definitions. Terms defined in the Credit Agreement have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.

2. Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following (the "*Collateral*");

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Collateral by Debtor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations.

4. Recordation. Debtor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this IP Security Agreement.

5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

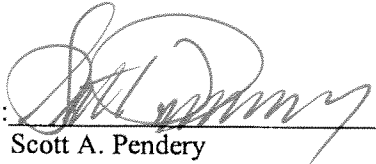
7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

De

EXECUTED as of the day, month and year first above written.

Address for Notices:
326 N. Grand Avenue
Waxahachie, Texas 75165

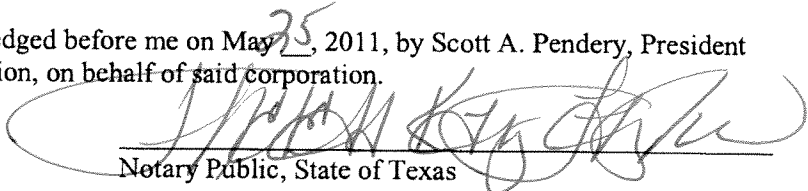
MAGNABLEND, INC.

By: 

Scott A. Pendery
President

STATE OF TEXAS §
 §
COUNTY OF Ellis §

This instrument was acknowledged before me on May ²⁵, 2011, by Scott A. Pendery, President of Magnablend, Inc., a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas



SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

Owner	Trademark	Number	Date
Magnablend, Inc.	MAGNABLEND (and Design)	3,645,628	June 30, 2009
Magnablend, Inc.	MAGNABLEND	3,625,468	May 26, 2009

SCHEDULE C
COPYRIGHTS

None.