

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CCS INC.	11/14/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent
<b>Street Address:</b>	Jim Cullen, Deal Administration
<b>Internal Address:</b>	100 Plaza One 8th Floor
<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5965029
<b>Application Number:</b>	11876792
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	714-540-1235
<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.com
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626
<b>ATTORNEY DOCKET NUMBER:</b>	022411-0799
<b>NAME OF SUBMITTER:</b>	Kristin J. Azcona

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**Total Attachments: 6**  
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## NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this "Agreement"), dated as of November 14, 2007, is made by CCS INC., an Alberta corporation (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (the "Collateral Agent") for the Secured Parties under the Credit Agreement, dated as of November 14, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among 1331826 ALBERTA ULC, an Alberta unlimited liability company, as borrower (the "Borrower"), the Collateral Agent, GOLDMAN SACHS CREDIT PARTNERS L.P., THE TORONTO-DOMINION BANK, DEUTSCHE BANK SECURITIES INC. and the other parties thereto.

WHEREAS, the Lenders have agreed to extend credit to the Borrower in the form of Loans and Revolving Letters of Credit on the terms and conditions set forth in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Grantor and each of the other subsidiaries of the Borrower executed and delivered a Pledge and Security Agreement, dated as of November 14, 2007, in favor of the Collateral Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the "U.S. Pledge and Security Agreement");

WHEREAS, pursuant to the U.S. Pledge and Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of its right, title and interest in, to and under all of its Intellectual Property, including its Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the U.S. Pledge and Security Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use its Patents granted by the Grantor in the ordinary course of its business, pursuant to the U.S. Pledge and Security Agreement, it granted to

the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of its right, title and interest in, to and under all of its Patents (including, without limitation, those items listed on Schedule A hereto) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest in and continuing lien on all of its right, title and interest in, to and under all of its Patents pursuant to the U.S. Pledge and Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the U.S. Pledge and Security Agreement. The U.S. Pledge and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in and continuing lien on all of its right, title and interest in, to and under all of its Patents are fully set forth in the Credit Agreement and the U.S. Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. If any conflict or inconsistency exists between this Agreement and either the Credit Agreement or the U.S. Pledge and Security Agreement, the Credit Agreement or the U.S. Pledge and Security Agreement shall govern.

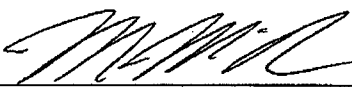
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and delivered by facsimile or otherwise electronically), each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

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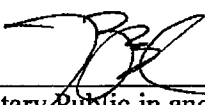
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CCS INC.

By:   
Name: Marshall McRae  
Title: Chief Financial Officer

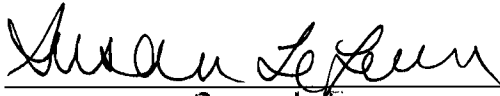
On this \_\_\_ day of November, 2007, before me personally appeared Marshall McRae, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and declared to me that he is authorized by the aforesaid corporation to execute the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

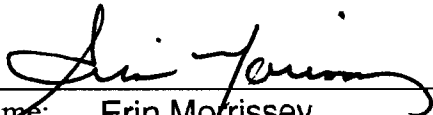
DECLARED BEFORE ME at  
the City of Calgary in the Province of Alberta  
this \_\_\_ day of November, 2007.

  
A Notary Public in and for the Province of Alberta  
*Blaine S. Melnyk*

(Affix Seal Below)

DEUTSCHE BANK AG NEW YORK  
BRANCH

By:   
Name: Susan LeFevre  
Title: Director

By:   
Name: Erin Morrissey  
Title: Vice President

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF NEW YORK )

On this 14 day of November, 2007, before me personally appeared Susan Lefevre, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Maureen E Thomas  
Notary Public

(Affix Seal Below)

MAUREEN E. THOMAS  
Notary Public - State of New York  
No. 01TH6098264  
Qualified in Bronx County  
Certified in New York County  
My Commission Expires 9/08/2011

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF NEW YORK )

On this 14 day of November, 2007, before me personally appeared Erin Morrissey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Maureen E Thomas  
Notary Public

(Affix Seal Below)

MAUREEN E. THOMAS  
Notary Public - State of New York  
No. 01TH6098264  
Qualified in Bronx County  
Certified in New York County  
My Commission Expires 9/08/2011

Schedule A

Patents

CCS Inc.

Patent	Ser. No./Reg. No.	App. Date/ Reg. Date
System and Method for Treating an Oil Gas Well Stream	5,965,029	October 12, 1999
Water Treatment System and Method	11/876,792	October 23, 2007