

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
CCS CORPORATION	01/07/2009
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent
Street Address:	c/o Jim Cullen, Deal Administration
Internal Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5965029
Application Number:	11876792
Application Number:	12090016
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, 20th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	022411-0799
NAME OF SUBMITTER:	Kristin J. Azcona
Total Attachments: 5	

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**PATENT
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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 January 7, 2009, is made by CCS CORPORATION, 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 amended April 4, 2008 and April 29, 2008 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among 1331826 ALBERTA ULC, an Alberta unlimited liability company (which was amalgamated with CCS Inc. to form CCS Inc. on November 14, 2007 and which changed its name to CCS Corporation on July 3, 2008), as borrower (the "Borrower"), the parent guarantors party thereto, the other guarantors party thereto, the Collateral Agent, THE TORONTO-DOMINION BANK, as revolving administrative agent, DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent and the other parties thereto.

WHEREAS, the Lenders have extended 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 grantors party thereto 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 "Pledge and Security Agreement");

WHEREAS, pursuant to the 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, 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 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 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 Pledge and Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Pledge and Security Agreement. The 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 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 Pledge and Security Agreement, the Credit Agreement or the 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.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 CORPORATION

By: [Signature]
Name: J. McMahon
Title: Vice President

On this 7th day of January, 2009, before me personally appeared Jim McMahon, 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/she is authorized by the aforesaid corporation to execute 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.

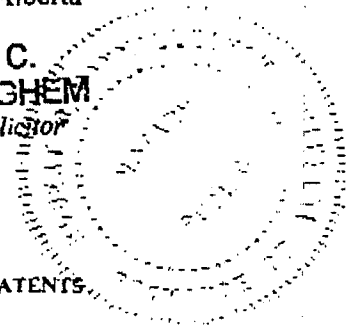
[Signature]
Name: Scott Melbourne
Title: Business Development Analyst

DECLARED BEFORE ME at
the City of Calgary in the Province of Alberta
this 7th day of January, 2009.

[Signature]
A Notary Public in and for the Province of Alberta

(Affix Seal Below)

ROBERT C.
VAN WALLEGHEM
Barrister & Solicitor



SIGNATURE PAGE – NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

DEUTSCHE BANK AG NEW YORK BRANCH

By: *[Signature]*
Name: **Michael M. Meagher**
Title: **Vice President**

By: *[Signature]*
Name: **Valerie Shapiro**
Title: **Vice President**

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

On this 6 day of May, 2009, before me personally appeared Michael Meagher/Valerie Shapiro, 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.

[Signature]
Notary Public

(Affix Seal Below)

Peter W. Helf
Notary Public, State of New York
No. 01HE6030586 Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires Sept. 13, 2009

Schedule A

Patents

CCS Corporation

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
Water-Based Polymer Drilling Fluid and Method of Use	12/090,016	October 11, 2006