OP \$960.00 516044

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Benchmark Research & Technology, LLC	08/11/2009

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent	
Street Address:	pet Address: 2100 Ross Avenue, Suite 1850	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	5160445
Patent Number:	5182408
Patent Number:	5217632
Patent Number:	5233065
Patent Number:	5252234
Patent Number:	5252235
Patent Number:	5252236
Patent Number:	5266224
Patent Number:	5310489
Patent Number:	5466846
Patent Number:	5488083
Patent Number:	5565513
Patent Number:	5614475
Patent Number:	5697444
Patent Number:	6171386

L	
Patent Number:	6251838
Patent Number:	6225264
Patent Number:	6737386
Patent Number:	6818597
PCT Number:	US0112536
Patent Number:	6743756
PCT Number:	US0222114
Patent Number:	7084096
Application Number:	11506240

CORRESPONDENCE DATA

Fax Number: (703)744-8001

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

Phone: 7037448000

Email: bdonovan@pattonboggs.com

Correspondent Name: Matthew J. Laskoski Address Line 1: 8484 Westpark Dr.

Address Line 2: 9th Floor

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	009125.0149
NAME OF SUBMITTER:	Matthew J. Laskoski

Total Attachments: 17

source=BenchmarkAssignment#page1.tif source=BenchmarkAssignment#page2.tif source=BenchmarkAssignment#page3.tif source=BenchmarkAssignment#page4.tif source=BenchmarkAssignment#page5.tif source=BenchmarkAssignment#page6.tif source=BenchmarkAssignment#page7.tif source=BenchmarkAssignment#page8.tif source=BenchmarkAssignment#page9.tif source=BenchmarkAssignment#page10.tif source=BenchmarkAssignment#page11.tif source=BenchmarkAssignment#page12.tif source=BenchmarkAssignment#page13.tif source=BenchmarkAssignment#page14.tif source=BenchmarkAssignment#page14.tif source=BenchmarkAssignment#page15.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of July 31, 2009, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of PNC Bank, National Association, as Agent (the "Agent") for the Lenders party from time to time to the Credit Agreement referred to below.

WHEREAS, BENCHMARK PERFORMANCE GROUP, INC., a corporation organized under the laws of the State of Texas, BENCHMARK RESEARCH & TECHNOLOGY, LLC, a limited liability company formed under the laws of the State of Delaware, BENCHMARK ENERGY PRODUCTS, LLC, a limited liability company formed under the laws of the State of Texas, BENCHMARK DISTRIBUTION SERVICES, LLC, a limited liability company formed under the laws of the State of Texas, TERRAMARK, L.P., a limited partnership formed under the laws of the State of Texas, and COOPER SMITH, INC., a corporation organized under the laws of the State of Colorado, have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement), with the Agent and the Lenders party thereto;

WHEREAS, BENCHMARK POLYMER PRODUCTS, L.P., a Georgia limited partnership, BENCHMARK ADMINISTRATIVE SERVICES, LLC, a Texas limited liability company, PRIMEQUEST, LLC, a Texas limited liability company, BRT MANAGEMENT, LLC, a Texas limited liability company, and BPP MANAGEMENT, LLC, a Nevada limited liability company, have entered into a Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantor Security Agreement"), dated as of July 31, 2009, in favor of Agent and the Lenders;

WHEREAS, under the terms of the Credit Agreement and the Guarantor Security Agreement, the Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof 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, each Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether establish or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all

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registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

- (b) "<u>Copyright License</u>" means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration.
- (c) "Patents" shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations or extensions of any of the foregoing, and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.
- (d) "Patent License" shall mean all of the following now owned or hereafter acquired by each Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell and/or practice any invention or discovery that is the subject matter of a Patent.
- (e) "Trademarks" shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.
- (f) "<u>Trademark License</u>" shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration.
- SECTION 2. <u>Grant of Security</u>. Each Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in and to the following (the "<u>Collateral</u>"):

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- (i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on <u>Schedule A</u> hereto;
- (ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on <u>Schedule B</u> hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- (iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on <u>Schedule C</u> hereto;
- (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 such Grantor 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, breach or injury 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 products and 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.
- SECTION 3. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.
- SECTION 4. <u>Recordation</u>. Each Grantor 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.
- SECTION 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.
- SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Guarantor Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the Guarantor Security

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Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Signatures follow.]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BENCHMARK POLYMER PRODUCTS, L.P.
By: BPP Management, LLC, its general partner
By: Sign Naylon
Name: H.B. "Skip" Naylor, III
Title: Executive Vice President
BENCHMARK ADMINISTRATIVE SERVICES
- X14. No. h
By: (1.12 HS12-HS12-H2)
Name: H.B. "Skip" Naylor, III/
Title: Executive Vide President
PRIMEQUEST, LLC By: Name: E. Wayne Kinsey, III Title: President / CEO
BRT MANAGEMENT, LLC
By Suin Nas la
Name: H.B. "Skip" Naylor, III
Title: Executive Vice President
THE ENCORPT VIOLITORISM
BPP MANAGEMENT, LLC
By: Sign / aylan
Name: H.B. "Skip" (kaylor, ifi
Title: Executive Vice President

BENCHMARK PERFORMANCE GROUP, INC.
By:
Name: E. Wayne Kinsey, III
Title: President
By: Masy Kay Charums
Now is the state of the state o
Name: Mary Kay Harvey Title: Secretary
ina: occiony
BENCHMARK RESEARCH & TECHNOLOGY,
LLC
animumity Community
By: Name: H.B. "Skip" Naylor, MI
Name U.B. "Skid" Meuler III
Title: Executive Vice President
THIE, EXECUTIVE VICE I TESIGENT
BENCHMARK ENERGY PRODUCTS, LLC
processing.
Soit Na L
By: Skip ⁿ Naylor, III
Name: H.B. "Skip" Naylor, III
Title: Executive Vice President
BENCHMARK DISTRIBUTION SERVICES,
LLC
Comment
Stin Mal
By:
Name: H.B. "Skip" Naylor, III Title: Executive Vice President
Title: Executive Vice President

REEL: 023148 FRAME: 0912

TERRAMARK, L.P.

By: PrimeQuest, LLC, its general partner

Name: E. Wayne Kinsey III

Title: President/CEO

COOPER SMITH, INC.

3v:

Name: H.B. "Skip" Naylor III

Title: Vice President

STATE OF <u>TEXAS</u> :	A C
COUNTY OF HARRIS	SS
personally appeared H.B. "Skip" Naylor, III me duly sworn, did say that he/she is BPP Management, LLC, the general partner of Benchmand that said Intellectual Property Security authority of its board of directo	Public, on this Warday of August, 2007, to me known personally, who, being by s the Executive Vice President of mark Polymer Products, L.P., a Grantor, Agreement was signed on behalf of Grantor, by rs or analogous body, and the said ged said instrument to be his/her free act and deed.
	Notary Public My Commission Expires: もつん
(SEAL)	
PILAR AVERY Notary Public, State of Texas	Polas axent
Notary Public, State of Texas My Commission Expires June 20, 2012	<u>Polas arent</u> Polas Avery
	,
ACKNO	VLEDGMENT
STATE OF TEXAS	
COUNTY OF HARRIS	SS
COOM TO MAKE	
personally appeared H.B. "Skip" Naylor, III me duly sworn, did say that he/she Benchmark Administrative Services, LLC and that said Intellectual Property Security authority of its board of directors	Public, on this day of
(SEAL)	Notary Public My Commission Expires: 6 2012
PILAR AVERY Notary Public, State of Texas My Commission Expires June 20, 2012	Pilar Avery

Intellectual Property Security Agreement.

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STATE OF TEXAS	; ≳ SS
COUNTY OF HARRIS	
personally appeared E. Wayne me duly sworn, did say t PrimeQuest, LLC and that said Intellectual Prop	ned, a Notary Public, on this day of August, 2000, Kinsey, III , to me known personally, who, being by that he/she is the President/CEO of a Grantor, erry Security Agreement was signed on behalf of Grantor, by of directors or analogous body, and the said acknowledged said instrument to be his/her free act and deed.
(SEAL)	Notary Public My Commission Expires: 4 2012
	felor avery
PILAR AVERY Notary Public, State of Texas My Commission Expires June 20, 2012	flar Avery Pilar Avery ACKNOWLEDGMENT
STATE OF <u>TEXAS</u> COUNTY OF HARRIS	SS SS
Before me, the undersign personally appeared H.B. "Skip me duly sworn, did say BRT Management, LLC and that said Intellectual Propauthority of its board	gned, a Notary Public, on this day of August, 2003, 1º Naylor, III to me known personally, who, being by that he/she is the Executive Vice President of a Grantor, perty Security Agreement was signed on behalf of Grantor, by of directors or analogous body, and the said acknowledged said instrument to be his/her free act and deed.
(SEAL)	Notary Public My Commission Expires: 6 3012 My Commission Expires: 6 3012
PILAR AVERY Notary Public, State of Texas My Commission Expires June 20, 2012	War Kreed

Intellectual Property Security Agreement

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STATE OF TEXAS	; :
COUNTY OF HARRIS	* :
me duly sworn, did say that he BPP Management, LLC and that said Intellectual Property Se	Notary Public, on this day of Avgust 2000, 2000, 311 to me known personally, who, being by 2/5he is the Executive Vice President of a Grantor, 2000, a Grantor, 2000, and the said anowledged said instrument to be his/her free act and deed.
	Notary Public My Commission Expires: 6 2012
(SEAL)	* .
	- Plan Overy
PILAR AVERY Notary Public, State of Texas My Commission Expires June 20, 2012	CKNOWLEDGMENT
STATE OF <u>TEXAS</u> COUNTY OF HARRIS	;;.SS
Before me, the undersigned, a personally appeared _E. Wayne Kinsey, I me duly sworn, did say that h Benchmark Performance Group, In and that said Intellectual Property S authority of its board of	Notary Public, on this day of
PILAR AVERY Notary Public, State of Texas My Commission Expires. June 20, 2012	Notary Public My Commission Expires: (2012) Llas arest 71 av Avers

Intellectual Property Security Agreement

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STATE OF TEXAS	; ; SS
COUNTY OF HARRIS	्र अञ ् र
Benchmark Performance Group, Inc. and that said Intellectual Property Secauthority of its board of d	to me known personally, who, being by to me known personally, who, being by she is the Secretary of a Grantor, curity Agreement was signed on behalf of Grantor, by directors or analogous body, and the said owledged said instrument to be his/her free act and deed.
(SEAL)	Notary Public My Commission Expires: ししついん
	15 Avery
PILAR AVERY Notary Public, State of Texas My Commission Expires	Pilar Avery KNOWLEDGMENT
STATE OF TEXAS COUNTY OF HARRIS	; ; SS
personally appeared H.B. "Skip" Naylor, me duly sworn, did say that he Benchmark Research & Technology, L. and that said Intellectual Property Se authority of its board of	curity Agreement was signed on behalf of Grantor, by
(SEAL)	Notary Public My Commission Expires: 6 2012 Publy Avery
PILAR AVERY Notary Public, State of Texas My Commission Expires June 20, 2012	Riby Avery

Intellectual Property Security Agreement

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STATE OF TEXAS	: : \$\$
COUNTY OF HARRIS	
personally appeared E. Wayne Kinsey, III me duly sworn, did say that he/she PrimeQuest, LLC, the general partne and that said Intellectual Property Securi	to me known personally, who, being by is the President/CEO of rof Terramark, L.P. a Grantor, ty Agreement was signed on behalf of Grantor, by ctors or analogous body, and the said edged said instrument to be his/her free act and deed.
(SEAL)	Notary Public My Commission Expires: 6 2012
PILAR AVERY Notary Public, State of Texas My Commission Expires June 20, 2012 ACKN	Pilar Avery OWLEDGMENT
STATE OF TEXAS COUNTY OF HARRIS	; ; \$\$
personally appeared H.B. "Skip" Naylor, III me duly sworn, did say that he/she Cooper Smith, Inc. and that said Intellectual Property Secur authority of its board of dire	ary Public, on this day of, 20, to me known personally, who, being by a Grantor, ity Agreement was signed on behalf of Grantor, by ectors or analogous body, and the said ledged said instrument to be his/her free act and deed.
PILAR AVERY Notary Public, State of Texas My Commission Expires June 20, 2012	Notary Public My Commission Expires: 6/2012 Rilar Avery

009125.0149:506130

STATE OF TEXAS : SS
COUNTY OF HARRIS :
Before me, the undersigned, a Notary Public, on this day of Ago 2007, personally appeared H.B. "Skip" Naylor, III to me known personally, who, being by me duly sworn, did say that he/she is the Executive Vice President of Benchmark Energy Products, LLC , a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said H.B. "Skip" Naylor, III acknowledged said instrument to be his/her free act and deed.
Notary Public My Commission Expires: (30/3-
PILAR AVERY Notery Public, State of Texas My Commission Expires June 20, 2012 ACKNOWLEDGMENT
STATE OF TEXAS : SS COUNTY OF HARRIS :
Before me, the undersigned, a Notary Public, on this
Notary Public My Commission Expires: 4 2013 PILAR AVERY Notary Public, State of Texas My Commission Expires June 20, 2012

Intellectual Property Security Agreement

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SCHEDULE A

PATENTS AND PATENT LICENSES

(See attached)

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BENCHMARK PATENTS MASTER LIST -- CONFIDENTIAL

			ırs								_ sı.
Covered	(Benchmark)	None	All Aqueous based zirconium crosslinkers for all customers	None	AXL-1	None	None	None	None	None	All Aqueous based zirconium crosslinkers for all customers
Expiration	Date	11.13.2011	4.25.2001	5.11.2012	7.13.2012	11.13.2011	11.13.2011	11.13.2011	11.13.2011	11.13.2011	11.16.2014
	Issue Date	11.3.1992	1.26.1993	5.8.1993	8.3.1993	10.12.1993	10.12.1993	11.30.1992	5.10.1994	5.10.1994	11.14.1995
i	File Date	5.24.1991	4.25.1991	5.11.1992	7.13.1992	8.11.1992	8.11.1992	8.11.1992	8.11.1992	5.26.1993	11.16.1994
į	_	sn	sn	ns	ns	ns	ns	US	ns	US	sn
:	Serial No.	705,605	691,363	880,650	912,289	927,974	927,976	927,978	927,975	8/067,847	8/340,661
	Assigned To	Zirconium Technology Corp.(1)	Zirconium Technology Corp.(1)	Zirconium Technology Corp.(1)	Zirconium Technology Corp.(1)	Zirconium Technology Corp.(1)	Zirconium Technology Corp.(1)	Zirconium Technology Corp.(1)	Zirconium Technology Corp.(1)	Zirconium Technology Corp.(1)	Benchmark Research & Technology
	Inventor(s)	Sharif Sharif	Sharif Sharif	Sharif Sharif	Sharif Sharif	Sharif Sharif	Sharif Sharif	Sharif Sharif	Sharif Sharif	Sharif Sharif	Sharif Sharif
i	Title	Borate Cross-Linking Solution	Process for Preparation of Stable Aqueous Solutions of Zirconium Chelates	Process for Preparation and Composition of Stable Aqueous Solutions of Boron Zirconium Chealates for High Temp Frac Fluids	Method for Preparing Stable Auluminum Acetate Solutions	Borate Cross-Linking Solution	Process for Preparation of Stable Aqueous Solutions of Zirconium Chelates				
	Patent No.	5,160,445	5,182,408	5,217,632	5,233,065	5,252,234	5,252,235	5,252,236	5,266,224	5,310,489	5,466,846

Updated 20090731-4

377190/10060/1	W/02001/081176 Succession of Water	Drank Harrie	Bonchmark Boscoarch 9.	DCT/11501/12536	DCT	1 17 2001		Evnirod	DEG-based gross
7/100/10070	Soluble Polymers in	2	Technology	0001/1000/	- -	1007:71:4		2	slurries
	Surfactant Free Non-								
	Aqueous Solvents				1				
2,401,611	Suspensions of Water	Frank Harris	Benchmark Research &	n/a	8	4.17.2001	01.29.2008		PEG-based green
	Soluble Polymers in		Technology						slurries
	Surfactant Free Non-								
	Aqueous Solvents								
EP1274802 (A1)	EP1274802 (A1) Suspensions of Water	Frank Harris	Benchmark Research &	EP20010928600	EPO	4.17.2001		Pending 1st	PEG-based green
	Soluble Polymers in		Technology					Exam Rpt	slurries
	Surfactant Free Non-							02.28.2007	
	Aqueous Solvents								
6,743,756 B2	Suspensions of Particles in Non-Aqueous Solvents	Frank Harris	Benchmark Research & Technology	9/905,358	ns	7.13.2001	6.1.2004	7.13.2021	PEG-based green slurries
W02003/006135	W02003/006135 Suspensions of Particles in	Frank Harris	Benchmark Research &	PCT/US02/022114	PCT	7.11.2002		Expired	PEG-based green
	Non-Aqueous Solvents		Technology						slurries
	Suspensions of Particles in	Frank Harris	Benchmark Research &	CA 2,453,293	8	7.11.2002		Pending	PEG-based green
	Non-Aqueous Solvents		Technology						slurries
	Suspensions of Particles in	Frank Harris	Benchmark Research &	EP2002744865	EPO	7.11.2002		Pending	PEG-based green
	Non-Aqueous Solvents		Technology						slurries
7,084,096 B2	Suspensions of Borates in	David Harry,	Benchmark Technology, LLC	10/441,500	SN	5.20.2003	8.1.2006	5.20.2023	PEG-based green
	Non-Aqueous Solvents &	Frank Harris,							slurries
	use therof	Xiaoping Qiu							
	Slurry Monitoring System	Wayne Kinsey,	Benchmark Research &	11/506,240	Sn	8.17.2006		Pending	SlurryWatch
	& Method	Michael Miller,	Technology						
		Howard Harry,							
	2010 30 2014020000	Maring Kinger		12 /075 250	<u>u</u>	3 11 1008		\$ 500 C	303
	Freparation of guar Suspension from Guar	ovayne ninsey, David Harry,	vadyne ninsey	12/0/3,360	<u></u>	3.11.2000		Siling	353
	Splits	Randy Dixon,							
		Fati Malekahmadi,							
		Keith Dismuke							

RECORDED: 08/28/2009

1 In 1987, Benchmark Research & Technology, Inc. acquired Zirconium Technology Corporation ("ZTC") by the purchase of all of its outstanding stock; ZTC was merged into Benchmark Resesearch & Technology, Inc. (f/k/a/ Chemical Blending Services, Inc.) effective 03-31-95.

² PTO Records indicate abandonment for failure to pay maintenance fees. Benchmark asserts that a petition to revive U.S. Patent No. 6,737,386 is pending.