

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
LP Chemical Service, LLC	08/24/2010
RECEIVING PARTY DATA	
Name:	McCabe Turner
Street Address:	2656 Twelve Oaks Lane
City:	Prosper
State/Country:	TEXAS
Postal Code:	75078
Name:	Tate Turner
Street Address:	PO Box 409
City:	Perryton
State/Country:	TEXAS
Postal Code:	79070
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12396864
Application Number:	12774617
CORRESPONDENCE DATA	
Fax Number:	(405)445-3023
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4054453022
Email:	calemaddy@calemaddypllc.com
Correspondent Name:	Cale R. Maddy
Address Line 1:	201 S. Broadway, Suite 102
Address Line 4:	Moore, OKLAHOMA 73160

OP \$80.00 12396864

501280836

**PATENT
REEL: 024936 FRAME: 0185**

NAME OF SUBMITTER:

Cale R. Maddy

Total Attachments: 8

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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made on this 24th day of August, 2010, between LP Chemical Service, LLC, an Oklahoma limited liability company, and Cyclone Production Tools, LLC, an Oklahoma limited liability company (collectively "Debtor"), and McCabe Turner ("Secured Party").

1. **SECURITY INTEREST.** Debtor grants to Secured Party a security interest in all inventory, equipment, appliances, furnishings, fixtures, tangible assets, intangible assets (including intellectual property rights (including, without limitation, USPTO Application Serial No. 12/396,864, and USPTO Application Serial No. 12/774,617), licenses and the like), deposits, trade names, trademarks, contract rights, and all other property either owned by or in which Debtor has an interest, including the proceeds therefrom which are not remitted to creditors of the Debtor in the ordinary course of business (the "Secured Interest"). Notwithstanding the foregoing to the contrary, the Secured Party expressly acknowledges and agrees that the Secured Interest does not and shall not apply to accounts receivable of Cyclone Production Tools, LLC, which may, from time to time, pledge a security interest in the same to asset-based lender(s). The Security Interest shall secure the payment and performance of LP Chemical Service, LLC's promissory note (the "Note") of even date herewith in the principal amount of One Hundred Seventy-Five Thousand and No/100ths Dollars (\$175,000.00) and the payment and performance of all other liabilities and obligations of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due now existing or hereafter arising.

2. **COVENANTS.** Debtor hereby warrants and covenants: (a) the Secured Interest will be kept at the Debtor's place of business and that the Secured Interest will not be removed from the Debtor's place of business other than in the ordinary course of business; (b) the Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (c) the parties intend that the Secured Interest is and will at all times remain personal property despite the fact and irrespective of the manner in which it is attached to realty; (d) except for that certain security interest granted to Tate Turner on even date herewith, the Debtor will not sell, dispose, or otherwise transfer the Secured Interest or any interest therein except in the ordinary course of business, and the Debtor shall keep the Secured Interest free from unpaid charges (including rent), taxes, and liens; (e) the Debtor shall execute alone or with Secured Party any Financing Statement or other document or procure any document, and pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary; (f) Debtor shall maintain insurance at all times with respect to the Secured Interest against risks of fire, theft, and other such risks and in such amounts as Secured Party may reasonably require and such policies shall be payable to both the Secured Party and the Debtor as their interests appear and shall provide for ten (10) days written notice of cancellation to Secured Party; (g) the Debtor shall make all repairs, replacements, additions, and improvements necessary to maintain the Secured Interest in good working order and condition. At its option, Secured Party may discharge taxes, liens, or other encumbrances at any time levied or placed on the Secured Interest, may pay rent or insurance due on the Secured Interest and may pay for the maintenance and preservation of the Secured Interest. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. The Debtor shall execute such documents as reasonably required by the Secured

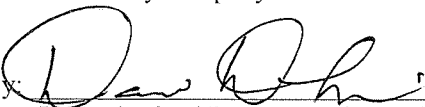
Party to reflect the rights of the Secured Party to the Secured Interest including any document reasonably necessary to evidence the Secured Interest with respect to any intellectual property and/or patent filings of the Debtor with the United States Patent and Trademark Office (including the filing of this Agreement with the United State Patent and Trademark Office immediately upon execution of this Agreement) and immediately upon execution and delivery of this Agreement, shall file a Financing Statement in the UCC Central Filing Office of the Office of the Oklahoma County Clerk, and shall renew such filings by filing renewals within the last six (6) months of the five (5) year period from the date of the original filings, and shall furnish the Secured Party with evidence of all such filings.

3. **DEFAULT.** The Debtor shall be in default under this Agreement upon the happening of any of the following: (a) any misrepresentation in connection with this Agreement on the part of the Debtor; (b) any noncompliance with or nonperformance of the Debtor's obligations under the Note or this Agreement; (c) if Debtor is involved in any financial difficulty as evidenced by (i) an assignment for the benefit of creditors, or (ii) an attachment or receivership of assets not dissolved within thirty (30) days, or (iii) the institution of Bankruptcy proceedings, whether voluntary or involuntary, which is not dismissed within thirty (30) days from the date on which it is filed. Upon default and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Party may require the Debtor to make it available to Secured Party at a place which is mutually convenient. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit up and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

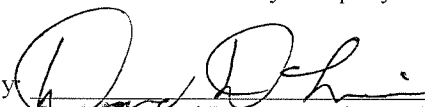
WITNESS the Debtor's hand on the date first set forth above.

DEBTOR:

LP CHEMICAL SERVICE, LLC, an Oklahoma
limited liability company

By: 
Its Authorized Representative and Manager

CYCLONE PRODUCTION TOOLS, an
Oklahoma limited liability company

By: 
Its Authorized Representative and Manager

SECURED PARTY:

McCABE TURNER, an individual

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made on this 24th day of August, 2010, between LP Chemical Service, LLC, an Oklahoma limited liability company, and Cyclone Production Tools, LLC, an Oklahoma limited liability company (collectively "Debtor"), and McCabe Turner ("Secured Party").

1. **SECURITY INTEREST.** Debtor grants to Secured Party a security interest in all inventory, equipment, appliances, furnishings, fixtures, tangible assets, intangible assets (including intellectual property rights (including, without limitation, USPTO Application Serial No. 12/396,864, and USPTO Application Serial No. 12/774,617), licenses and the like), deposits, trade names, trademarks, contract rights, and all other property either owned by or in which Debtor has an interest, including the proceeds therefrom which are not remitted to creditors of the Debtor in the ordinary course of business (the "Secured Interest"). Notwithstanding the foregoing to the contrary, the Secured Party expressly acknowledges and agrees that the Secured Interest does not and shall not apply to accounts receivable of Cyclone Production Tools, LLC, which may, from time to time, pledge a security interest in the same to asset-based lender(s). The Security Interest shall secure the payment and performance of LP Chemical Service, LLC's promissory note (the "Note") of even date herewith in the principal amount of One Hundred Seventy-Five Thousand and No/100ths Dollars (\$175,000.00) and the payment and performance of all other liabilities and obligations of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due now existing or hereafter arising.

2. **COVENANTS.** Debtor hereby warrants and covenants: (a) the Secured Interest will be kept at the Debtor's place of business and that the Secured Interest will not be removed from the Debtor's place of business other than in the ordinary course of business; (b) the Debtor will immediately notify Secured Party in writing of any change in or discontinuance of Debtor's place of business; (c) the parties intend that the Secured Interest is and will at all times remain personal property despite the fact and irrespective of the manner in which it is attached to realty; (d) except for that certain security interest granted to Tate Turner on even date herewith, the Debtor will not sell, dispose, or otherwise transfer the Secured Interest or any interest therein except in the ordinary course of business, and the Debtor shall keep the Secured Interest free from unpaid charges (including rent), taxes, and liens; (e) the Debtor shall execute alone or with Secured Party any Financing Statement or other document or procure any document, and pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary; (f) Debtor shall maintain insurance at all times with respect to the Secured Interest against risks of fire, theft, and other such risks and in such amounts as Secured Party may reasonably require and such policies shall be payable to both the Secured Party and the Debtor as their interests appear and shall provide for ten (10) days written notice of cancellation to Secured Party; (g) the Debtor shall make all repairs, replacements, additions, and improvements necessary to maintain the Secured Interest in good working order and condition. At its option, Secured Party may discharge taxes, liens, or other encumbrances at any time levied or placed on the Secured Interest, may pay rent or insurance due on the Secured Interest and may pay for the maintenance and preservation of the Secured Interest. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. The Debtor shall execute such documents as reasonably required by the Secured

Party to reflect the rights of the Secured Party to the Secured Interest including any document reasonably necessary to evidence the Secured Interest with respect to any intellectual property and/or patent filings of the Debtor with the United States Patent and Trademark Office (including the filing of this Agreement with the United State Patent and Trademark Office immediately upon execution of this Agreement) and immediately upon execution and delivery of this Agreement, shall file a Financing Statement in the UCC Central Filing Office of the Office of the Oklahoma County Clerk, and shall renew such filings by filing renewals within the last six (6) months of the five (5) year period from the date of the original filings, and shall furnish the Secured Party with evidence of all such filings.

3. **DEFAULT.** The Debtor shall be in default under this Agreement upon the happening of any of the following: (a) any misrepresentation in connection with this Agreement on the part of the Debtor; (b) any noncompliance with or nonperformance of the Debtor's obligations under the Note or this Agreement; (c) if Debtor is involved in any financial difficulty as evidenced by (i) an assignment for the benefit of creditors, or (ii) an attachment or receivership of assets not dissolved within thirty (30) days, or (iii) the institution of Bankruptcy proceedings, whether voluntary or involuntary, which is not dismissed within thirty (30) days from the date on which it is filed. Upon default and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code. Secured Party may require the Debtor to make it available to Secured Party at a place which is mutually convenient. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. This Agreement shall inure to the benefit up and bind the heirs, executors, administrators, successors, and assigns of the parties. This Agreement shall have the effect of an instrument under seal.

WITNESS the Debtor's hand on the date first set forth above.

DEBTOR:


LP CHEMICAL SERVICE, LLC, an Oklahoma
limited liability company

By: _____
Its Authorized Representative and Manager

CYCLONE PRODUCTION TOOLS, an
Oklahoma limited liability company

By: _____
Its Authorized Representative and Manager

SECURED PARTY:



McCABE TURNER, an individual

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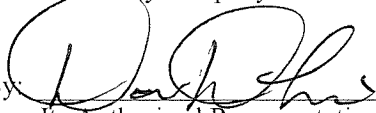
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SECURED PARTY:

TATE TURNER, an individual

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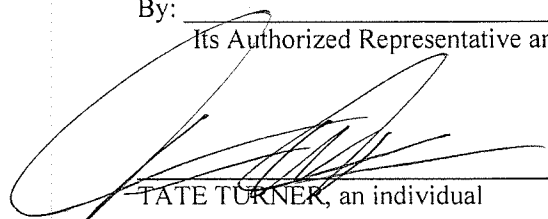
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TATE TURNER, an individual