

**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
American Gilsonite Company	12/10/2010

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171

**PROPERTY NUMBERS Total: 9**

Property Type	Number
Patent Number:	5030365
Patent Number:	5047143
Patent Number:	RE35163
Patent Number:	5728202
Patent Number:	7264667
Patent Number:	4231884
Patent Number:	5229441
Patent Number:	5270359
Patent Number:	5378272

**CORRESPONDENCE DATA**

Fax Number: (312)558-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3125586352  
 Email: lkonrath@winston.com  
 Correspondent Name: Laura Konrath  
 Address Line 1: 35 West Wacker Drive

**CH \$360.00 5030365**

**501379161**

**PATENT  
 REEL: 025497 FRAME: 0940**

Address Line 2: Winston & Strawn LLP  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	80034-1293
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NAME OF SUBMITTER:	Laura Konrath
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<p>Total Attachments: 6 source=AGC - Patent Security Agreement#page1.tif source=AGC - Patent Security Agreement#page2.tif source=AGC - Patent Security Agreement#page3.tif source=AGC - Patent Security Agreement#page4.tif source=AGC - Patent Security Agreement#page5.tif source=AGC - Patent Security Agreement#page6.tif</p>
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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 10, 2010, is made by AMERICAN GILSONITE COMPANY, an Oklahoma corporation ("Borrower" or "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Administrative Agent for the Secured Parties ("Administrative Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of December 10, 2010 by and among Grantor, the other Persons party thereto from time to time as Loan Parties, the Persons party thereto from time to time as Lenders and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans to, and to incur the Letter of Credit Obligations on behalf of, the Borrower;

WHEREAS, Lenders are willing to make the Loans, and to incur the Letter of Credit Obligations, as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of December 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. Grant of Security Interest in Patent Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Loan Documents, Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Patent and each Patent License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, or (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered patents or applications therefore of Grantor, which become Patents or Patent Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[signatures appear on the following pages]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its Responsible Officer as of the date first set forth above.

AMERICAN GILSONITE CORPORATION

By: David Perez  
Name: David Perez  
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

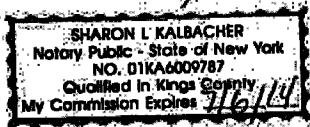
STATE OF New York )  
COUNTY OF New York ) ss.

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that David Perez, who is named as a Vice President of the Grantor, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of Grantor, and with full authority, executed the same voluntarily for and as the act of Grantor.

Given under my hand on this 7<sup>th</sup> day of December, 2010.  
[Signature]  
Notary Public

My commission expires: July 6, 2014

AFFIX SEAL



[signatures continue on the following page]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Administrative Agent

By: 

Name: David Indolcato

Title: Duly Authorized Signatory

[Signature Page - Patent Security Agreement (AGC)]

**PATENT**  
**REEL: 025497 FRAME: 0945**

Schedule I  
to  
Patent Security Agreement

PATENTS

<u>Patent</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
Water-Wettable Drilling Mud Additives Containing Uintaite	American Gilsonite Company	5030365	7/9/1991
Method for Converting Lower Grade Uintaite to Higher Grade Materials	American Gilsonite Company	5047143	9/10/1991
Water-Wettable Drilling Mud Additives Containing Uintaite	American Gilsonite Company	RE35163	2/27/1996
Gilsonite Modified, Natural Hydrocarbon-Enriched Sand Composition	American Gilsonite Company	5728202	3/17/1998
Pretreated Aggregate for Hotmix Asphalt Concrete Applications and Other Related Applications	American Gilsonite Company	7264667	9/4/2007
Patent for Water Retardant Insulation Composition Comprising Treated Low Density Granular Mineral Material and Finely Divided Limestone or Similar Carbonate or Silicate Mineral Particles and Method for Using Same	American Gilsonite Company	4231884	11/4/1980
Patent for Uintaite-Derived Toners and Printing Inks	American Gilsonite Company	5229441	7/20/1993
Patent for Uintaite-Derived Toners and Printing Inks	American Gilsonite Company	5270359	12/14/1993
Patent for Uintaite-Derived Toners and Printing Inks	American Gilsonite Company	5378272	1/3/1995

Schedule I

Patent Security Agreement (AGC)

**PATENT**  
**REEL: 025497 FRAME: 0946**

PATENT APPLICATIONS

<u>Patent Application</u>	<u>Owner</u>	<u>Application/ Serial Number</u>	<u>Filing Date</u>
None.			

PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		