

04-09-2004

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Hawker Energy Products, Inc.

Individuals  Association  
 General Partnership  Limited Partnership

Corporation - Delaware  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.

Internal Address:

Street Address: Mailcode NC1-001-15-04  
101 North Tryon Street

City: Charlotte State: North Carolina Zip Code: 28255

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership - \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other First-Lien Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other

Execution Date: March 17, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)

1213155      1667996  
2116731      2140603

OPR/FINANCE  
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5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
 City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): ..... \$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705 (in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Helen Bruno      [Signature]      April 6, 2004  
 Name of Person Signing      Signature      Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
**Director of US Patent and Trademark Office**  
**PO Box 1450**  
**Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PKG-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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 02 FC=8522  
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## ASSIGNMENT OF SECURITY INTEREST IN U.S. PATENTS AND TRADEMARKS


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, HAWKER ENERGY PRODUCTS INC., a Delaware corporation (“the Assignor”) with principal offices at 617 North Ridgeview Drive, Warrensburg, MO 64093, hereby assigns and grants to Bank of America, N.A., as First Lien Collateral Agent (the “Assignee”) with principal offices at Mailcode NC1-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, a security interest in (i) all of the Assignor’s right, title and interest in and to the trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto; (ii) all of the Assignor’s right, title and interest in and to the patents and patent applications (the “Patents”) set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and, (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST (this “Assignment”), effective as of March 17, 2004, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 17, 2004 (as amended, restated, modified and/or supplemented from time to time, the “Security Agreement”).

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 17 day of March, 2004.

HAWKER ENERGY PRODUCTS INC.  
Assignor,

By:   
Name:  
Title:

BANK OF AMERICA, N.A.,  
as First Lien Collateral Agent, as Assignee

By: \_\_\_\_\_  
Name:  
Title:

Pennsylvania

STATE OF NEW YORK )

Berks ) ss.:

COUNTY OF NEW YORK )

On this 17 day of March, 2004, before me personally came Michael T. Pillion who, being by me duly sworn, did state as follows: that [s]he is \_\_\_\_\_ of HAWKER ENERGY PRODUCTS INC., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Jerry L. Seyler  
Notary Public


"NOTARIAL SEAL"  
JERRY L. SEYLER, Notary Public  
City of Reading, Berks County  
My Commission Expires Sept. 14, 2006

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 17 day of March, 2004.

HAWKER ENERGY PRODUCTS INC.  
Assignor,

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as First Lien Collateral Agent, as Assignee

By:   
Name:  
Title: **Charles D. Graber**  
**Vice President**



Schedule A

U.S. TRADEMARKS OWNED BY HAWKER ENERGY PRODUCTS INC.

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Date of Reg./Applic.</u>
CYCLON	1213155	19 October 1982
GENESIS	1667996	10 december 1991
ODYSSEY	2116731	25 November 1997
TROLLING THUNDER	2140603	3 March 1998