

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	04/26/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tanknology Inc.		04/26/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	98 San Jacinto Blvd.
Internal Address:	Suite 850
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1849604	FUELPURE
Registration Number:	1565593	TANKNOLOGY
Registration Number:	1890268	TANKNOLOGY TECHNOLOGY FOR TANKS AND THEIR ENVIRONMENT
Registration Number:	1543075	VACUTECT
Registration Number:	1713295	VACUTECT

CORRESPONDENCE DATA

Fax Number: (512)305-4800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (512) 305-4883
 Email: bkoep@lockeliddell.com
 Correspondent Name: Barbara Koepf
 Address Line 1: 100 Congress Avenue

CH \$140.00 1849604

Address Line 2: Suite 300
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: 053515.00004 RA 2321

NAME OF SUBMITTER: Barbara Koepp

Signature: /Barbara Koepp/

Date: 04/27/2006

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 26, 2006, is by and between TANKNOLOGY INC. ("Debtor"), a Delaware corporation, whose address is 8501 MoPac Expressway, Suite 400, Austin, Texas 78759, Attention: Pete DeWeese, and WACHOVIA BANK, NATIONAL ASSOCIATION, whose address is 98 San Jacinto Blvd., Suite 850, Austin, Texas 78701 ("Secured Party").

WHEREAS, Debtor and Secured Party have entered into that certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor and Secured Party have entered into a Pledge and Security Agreement of even date hereof (as said Pledge and Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the Credit Agreement):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each trademark listed on Schedule 1 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all renewals of any of the foregoing;

(d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect of any of the foregoing, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(e) all rights to sue for past, present, and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

(f) all rights corresponding to any of the foregoing throughout the world; and

(g) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Secured Party pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Credit Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

TANKNOLOGY INC., a Delaware corporation

By: _____

Name: _____

Title: _____

"Secured Party"

WACHOVIA BANK, NATIONAL ASSOCIATION

By: R. Blake Beavers

Name: R. Blake Beavers

Title: Senior Vice President

Attachment:

Schedule 1 - Trademarks

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2006, by _____ of Tanknology Inc., a Delaware corporation, on behalf of said corporation.

Notary Public in and for the State of _____

Printed Name: _____

My Commission Expires: _____

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

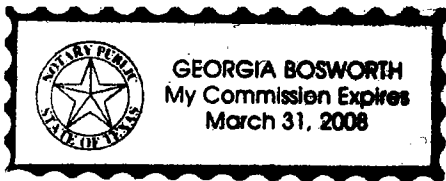
This instrument was acknowledged before me on 4-27, 2006, by R. Blake Beavers, Sr. Vice President of Wachovia Bank, National Association, a national banking association, on behalf of said association.

Georgia Bosworth

Notary Public in and for the State of Texas

Printed Name: Georgia Bosworth

My Commission Expires: 3-31-2008



**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

<u>Trademark</u>		<u>Reg./Serial No.</u>	
Title Name	Country	Trademark Registration	Registration Date
1. FUELPURE	U.S. Class 37	1,849,604	08/09/94
2. TANKNOLOGY	Argentina Class 42	1,495,696	12/30/93
3. TANKNOLOGY	Australia Class 9	561,784	08/16/91
4. TANKNOLOGY	Australia Class 37	561,785	08/16/91
5. TANKNOLOGY	Austria Class 42	151,744	03/18/94
6. TANKNOLOGY	Belgium		
7. TANKNOLOGY	Benelux Class 9 and 37	544,709	12/23/93
8. TANKNOLOGY	Brazil Class 9	815,487,088	01/28/92
9. TANKNOLOGY	Brazil Class 37	815,487,096	03/17/92
10. TANKNOLOGY	Canada Class 9 and 37	387,752	08/16/91
11. TANKNOLOGY	Denmark Class 9 and 37	2150/94	04/01/94
12. TANKNOLOGY	France Class 42	93/498,1717	12/24/93
13. TANKNOLOGY	Great Britain Class 9	1,468,995	07/02/91
14. TANKNOLOGY	Great Britain Class 42	1,468,983	07/02/91
15. TANKNOLOGY	Germany Class 9 and 42	2,080,032	12/29/93
16. TANKNOLOGY	Greece Class 9 and 37	119,195	09/17/96
17. TANKNOLOGY	Ireland	145,617	09/18/91

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Title Name	Country	Trademark Registration	Registration Date
	Class 9		
18. TANKNOLOGY	Italy Classes 9, 37 and 42	624,586	06/16/94
19. TANKNOLOGY	New Zealand Class 9	212,320	10/31/94
20. TANKNOLOGY	New Zealand Class 37	212,321	10/13/94
21. TANKNOLOGY	Portugal Class 37	297,752	04/11/95
22. TANKNOLOGY	Spain Class 37	1,797,603	01/04/94
23. TANKNOLOGY	Switzerland Class 9 and 42	420,712	02/29/96
24. TANKNOLOGY	Venezuela		
25. TANKNOLOGY	U.S. Class 37	1,565,593	11/14/89
26. TANKNOLOGY TECHNOLOGY FOR TANKS AND THEIR ENVIRONMENT	U.S. Class 42	1,890,268	04/18/95
27. VACUTECT	U.S. Class 42	1,543,075	06/06/89
28. VACUTECT	U.S.	1,713,295	09/08/92
29. VACUTECT	Australia Class 9	561,786	03/12/91
30. VACUTECT	Australia Class 37	561,787	03/12/91
31. VACUTECT	Brazil Class 37 and 42	815,487,100	02/11/92
32. VACUTECT	Canada Class 9	372,866	08/31/90
33. VACUTECT	Great Britain Class 9	1,470,139	07/09/91
34. VACUTECT	Great Britain Class 37	1,468,978	07/02/91
35. VACUTECT	Ireland Class 9	149,285	09/18/91

Title Name	Country	Trademark Registration	Registration Date
36. VACUTECT	Italy Classes 37 and 42	624,587	06/16/94
37. VACUTECT	New Zealand Class 9	212,322	07/19/94
38. VACUTECT	New Zealand Class 37	212,323	07/19/94
39. VACUTECT	Venezuela		
40. VACUTEST	Australia Class 9	A568,539	
41. VACUTEST	Great Britain Class 42	1,468,974	07/20/91
42. VACUTEST	Italy Class 37 and 42	624,588	06/16/94
43. VACUTEST	New Zealand Class 37	214,948	
44. VACUTEST	New Zealand Class 9	214,949	
45. VACUTEST	Venezuela		