

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brock Enterprises, Inc.		08/21/2006	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	1455 Market Street		
<b>Internal Address:</b>	5th Floor - Mail Code: CA5-701-05-19		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2284672	BROCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)639-7003		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(202) 639-7352		
<b>Email:</b>	davidmi@friedfrank.com		
<b>Correspondent Name:</b>	Michael David		
<b>Address Line 1:</b>	1001 Pennsylvania Avenue, N.W.		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>NAME OF SUBMITTER:</b>	Michael David		
<b>Signature:</b>	/md/		
<b>Date:</b>	08/29/2006		

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**Total Attachments: 7**

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**Grant of Security Interest  
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BROCK ENTERPRISES, INC., a Texas corporation (the "Grantor"), having its chief executive office at 1670 East Cardinal Drive, Beaumont, TX, 77705, hereby grants to Bank of America, N.A., as Collateral Agent, (the "Grantee"), with offices at 1455 Market Street, 5th Floor, Mail Code: CA5-701-05-19, San Francisco, California, 94103, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

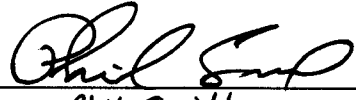
- (i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of August 21, 2006, as amended, modified or supplemented from time to time (the "Security Agreement").

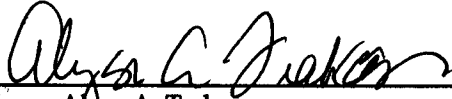
THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement,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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

BROCK ENTERPRISES, INC.,  
as Grantor

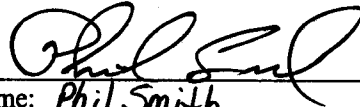
By:   
Name: *Phil Smith*  
Title: *Secretary*

BANK OF AMERICA, N.A., as Collateral Agent,  
as Grantee


By:   
Name: Alysia A. Trakas  
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

BROCK ENTERPRISES, INC.,  
as Grantor

By:   
Name: *Phil Smith*  
Title: *Secretary*

BANK OF AMERICA, N.A., as Collateral Agent,  
as Grantee

By:   
Name: Alysa A. Trakas  
Title: Vice President

**Patents:**

None.



**Trademarks:**

<i>Entity</i>	<i>Trademark</i>	<i>Federally Registered</i>	<i>Registration Number</i>	<i>Country</i>
Brock Enterprises, Inc.	"BROCK"	Yes	2,284,672	USA