

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mogas Industries, Inc.		08/05/2009	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	700 Louisiana
Internal Address:	7th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3390091	FLEXSTREAM
Registration Number:	2891219	RSVP
Registration Number:	3271090	MOGAS
Registration Number:	2145686	MOGAS
Registration Number:	2033757	PORV
Serial Number:	77263103	ROTARYTECH
Serial Number:	77151252	FLEXSEAT
Serial Number:	77151248	FLEXBALL

**CORRESPONDENCE DATA**

Fax Number: (202)955-5564  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-663-7271  
 Email: thomas.brooke@hklaw.com, ptcketing@hklaw.com  
 Correspondent Name: Thomas W. Brooke

OP \$215.00 3390091

Address Line 1: 2099 Pennsylvania Avenue, NW  
Address Line 2: Suite 100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	022400.00688
NAME OF SUBMITTER:	Thomas W. Brooke
Signature:	/thomas w. brooke/
Date:	08/13/2009

**Total Attachments: 6**

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## PATENT AND TRADEMARK SECURITY AGREEMENT FOR RECORDATION PURPOSES

This Patent and Trademark Security Agreement For Recordation Purposes (this "Agreement") is made as of August 5, 2009, by and between BANK OF AMERICA, N.A., a national association (the "Bank"), and MOGAS INDUSTRIES, INC., a Texas corporation ("Grantor").

### RECITALS

WHEREAS, pursuant to that certain Third Amended and Restated Loan Agreement (Ex-1m Bank-Guaranteed Transaction Specific Revolving Line of Credit) dated as of June 30, 2009, and that certain Third Amended and Restated Loan Agreement (Ex-1m Bank-Guaranteed Revolving Line of Credit) dated as of June 30, 2009, (collectively, the "Loan Agreements") each by and among the Bank, the Grantor and certain subsidiaries and affiliates of the Grantor named therein as co-borrowers, the Bank has agreed to make certain loans available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Loan Agreements, Grantor has executed and delivered to the Bank that certain Amended and Restated Security Agreement (Ex-1m Bank-Guaranteed Transaction Specific Revolving Line of Credit) dated as of June 30, 2009, and that certain Amended and Restated Security Agreement (Ex-1m Bank-Guaranteed Revolving Line of Credit) dated as of June 30, 2009, (collectively, the "Security Agreements") each by and among the Bank, the Grantor and certain subsidiaries and affiliates of the Grantor named therein as a pledgor;

WHEREAS, pursuant to the Security Agreements, Grantor has granted to the Bank a security interest in the Collateral (as defined in the Security Agreements) now owned or hereafter acquired by the Grantor, including, but not limited to the intellectual property collateral identified on Exhibit A attached hereto.

WHEREAS, Bank and Grantor have agreed to execute this Agreement to memorialize the Security Agreements for recordation purposes at the U.S. Patent and Trademark Office and certain patent and trademark offices around the world.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements.

2. SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Grantor hereby grants to the Bank, a 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 "Intellectual Property Collateral"):

- (a) the patents and patent applications and trademarks and trademark applications identified on Exhibit A attached hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Patent.

3. SECURITY FOR INDEBTEDNESS. This Agreement and the security interest created hereby secures the payment and performance of all of the Indebtedness, whether now existing or arising hereafter.

4. SECURITY AGREEMENTS. The security interest granted pursuant to this Agreement are granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes the Bank to unilaterally modify this Agreement by amending Exhibit A to include any future patents, trademarks, or applications therefor which become part of the Collateral under the Security Agreements. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from the Bank's security interest in all Collateral, whether or not listed on Exhibit A

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, which together constitute but one agreement.

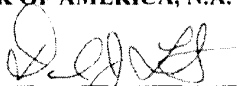
*[Signature page follows]*

The parties executed this Agreement as of the date first written above.

**"Bank":**

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_

  
Daniel J. Lintner  
Senior Vice President

**"Pledgor":**

**MOGAS INDUSTRIES, INC.**

By: \_\_\_\_\_

V. Louis Mogas  
Chief Executive Officer

Address where notices to  
the Bank are to be sent:

700 Louisiana, 7<sup>TH</sup> Floor  
Houston, Texas 77002  
Telephone: (713) 247-6960  
Facsimile: (713) 247-7569

Address where notices to  
Pledgor are to be sent:

14330 East Hardy Street  
Houston, Texas 77039  
Telephone: (281) 449-0291  
Facsimile: (281) 590-3412

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# 8716807\_v2

EXHIBIT A  
Intellectual Property

**Grantor: Mogas Industries, Inc.**

**U.S. Patents**

<u>Patent No.</u>	<u>Title</u>
7,278,448	Rotary ball valve assembly
7,249,751	Ball valve with shear bushing and integral bracket for stem blowout protection
7,219,877	Continuous catalyst extraction valve with line cleaning feature
7,156,122	Rotary ball valve assembly
7,093,819	Ball valve with shear bushing and integral bracket for stem blowout protection
6,974,116	Rotary ball valve assembly
6,835,449	Nanostructured titania coated titanium
4,911,409	Ball valve
4,890,643	Bi-directional sealing valve
4,887,794	Ball valve

**U.S. Patent Applications**

<u>Patent App. No.</u>	<u>Title</u>
20090032762	Flow control ball valve
20070177933	Thermally compensated mounting flange and method of use
20070062589	Rotary ball valve assembly
20060237677	Ball valve with shear bushing and integral bracket for stem blowout protection
61/012205	Ball valve impedance seat
61/032126	Self purging multiport ball valve

**U.S. Trademarks**

<u>Serial Number</u>	<u>Registered Number</u>	<u>Word Mark</u>
78868905	3390091	FLEXSTREAM
78231370	2891219	RSVP
77263103		ROTARYTECH
77151252		FLEXSEAT
77151248		FLEXBALL
77011692	3271090	MOGAS
75086525	2145686	MOGAS
75056682	2033757	PORV

**Foreign Patents**

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>
Australia	2002300438	Nanostructured titania coated titanium
Australia	2002100618	Nanostructured titania coated titanium
Canada	2401313	Nanostructured titania coated titanium
EU	1715234	Rotary ball valve assembly

**Foreign Trademarks**

<u>Country</u>	<u>Serial Number</u>	<u>Trademark</u>
Canada	1390933	MOGAS
International (CN, EM)	970418	MOGAS