

10/29/10

10-29-2010



ET

To the Director of the U. S. Patent

103610311

documents or the new address(es) below.

**1. Name of conveying party(ies):**

Hicksgas, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) October 14, 2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Internal

Address: MAC T5303-0452

Street Address: 1445 Ross Avenue, Suite 4500

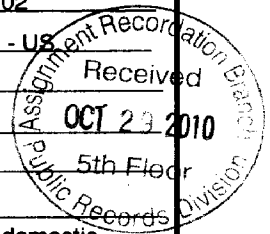
City: Dallas

State: Texas

Country: USA Zip: 75202

- Association Citizenship National Banking - US
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)



**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,043,847; see attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins L.L.P.

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

10/29/2010 AMULLINS 00000022 3043847  
Deposit Account Number \_\_\_\_\_  
01 FC:8521 48.00  
Authorized User Name \_\_\_\_\_ 50.00

**9. Signature:**

Julie H. Cooper  
Signature

10/26/2010

Date

Julie H. Cooper  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

<b>Trademark</b>	<b>Number</b>	<b>Property Covered</b>	<b>Date Registered</b>	<b>Country of Registration</b>
HICKSGAS SOFT WATER	3,043,847	Water treatment services	January 17, 2006	USA
SUPER HICKSGAS FUEL	611,994	Bottled Propane Gas	September 13, 1955	USA
ROCKETFIRE	3,506,541	Emergency Vehicles	September 23, 2008	USA

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated October 14, 2010, is made by Hicksgas, LLC, a Delaware limited liability company ("Assignor"), in favor of Wells Fargo Bank, National Association, as agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of October 14, 2010, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignee, for the benefit of the Lender Parties (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Obligations, Assignor hereby pledges and assigns to the Assignee, and grants to the Assignee, for its benefit and the benefit of the Lender Parties, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

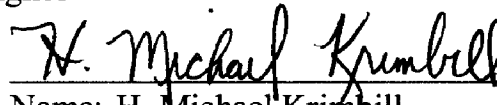
Upon full satisfaction of the Obligations, complete performance of all of the obligations of the Credit Parties under the Loan Documents and final termination of each Lender's obligations – if any – to make any further advances under any Note or to provide any other financial accommodations to any Credit Party, all rights under this Agreement shall terminate and the Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Assignor such security interest shall be released by Assignee in due form and at Assignor's cost; provided, however, that this Agreement shall be reinstated if at any time any payment of any of the obligations under the Loan Documents is rescinded or must otherwise be returned by the Assignee, the Lenders, or any of their respective affiliates or branches on the insolvency, bankruptcy or reorganization of any Credit Party or otherwise, all as though the payment had not been made.

(Signature Pages Follow)

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

HICKSGAS, LLC,  
as Assignor

By:



Name: H. Michael Krimbill

Title: Chief Executive Officer

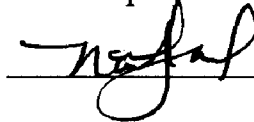
[Signature Page to Trademark Security Agreement]

TRADEMARK  
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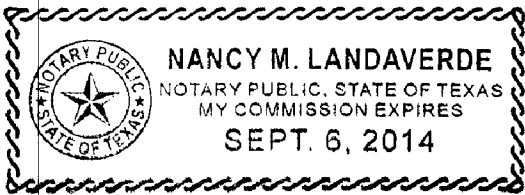
ss.:

COUNTY OF Harris

On this 31<sup>st</sup> day of October, 2010, before me personally came H. Michael Krimbill, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Executive Officer of Hicksgas, LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the name of Hicksgas, LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

  
\_\_\_\_\_

Notary Public



[Notary Page to Trademark Security Agreement]