

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospect Capital Corporation, as Administrative Agent		08/28/2012	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	American Gilsonite Company		
Street Address:	2400 Sandhill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1787717	GILSONITE	
Registration Number:	1539927	BORE-PLATE	
CORRESPONDENCE DATA			
Fax Number:	9194168328		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	020445-26 JES		
NAME OF SUBMITTER:	John E. Slaughter		

Signature:	/John E. Slaughter/
Date:	09/14/2012
Total Attachments: 3 source=Termination T 0752#page1.tif source=Termination T 0752#page2.tif source=Termination T 0752#page3.tif	

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 28, 2012 ("Release"), is made by PROSPECT CAPITAL CORPORATION, as Administrative Agent ("Administrative Agent"), in favor of AMERICAN GILSONITE COMPANY, an Oklahoma corporation ("Borrower").

**WHEREAS**, pursuant to that certain Security Agreement dated as of December 10, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Borrower, Administrative Agent, and other Persons party thereto and the Trademark Security Agreement executed on March 14, 2008 ("Trademark Security Agreement") by and among the Borrower and Administrative Agent, Borrower granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Borrower's right, title and interest in, to and under the Trademark Collateral; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on March 21, 2008 at Reel 3744 Frame 0752.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Borrower agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement, and any other agreement under which Borrower has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

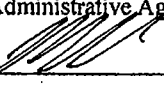
(d) authorizes the recordation of this Release with the USPTO.

**SECTION 3. Further Assurances.** Administrative Agent, at Borrower's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Administrative Agent will, at Borrower's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

PROSPECT CAPITAL CORPORATION,  
as Administrative Agent

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

**Schedule A**

**American Gilsonite Company  
(Oklahoma Corporation)**

**U.S. Trademarks Subject to Security Interest  
Granted by American Gilsonite Company  
In Favor of Prospect Capital Corporation  
Recorded on March 21, 2008 at Reel 3744 Frame 0752**

**Registered Marks**

Mark	Reg. No.	Reg. Date
GILSONITE	1787717	08/17/93
BORE-PLATE	1539927	05/23/89

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