

08-24-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



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To the Honorable Commissioner of Patents and Trademarks: Please return the enclosed original documents or copy thereof.

8-24-01

1. Name of conveying party(ies):
Future Energy Resources Corp.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Georgia
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Turner Foundation, Inc., as
 Internal Address: One CNN Center Collateral Agent
 Street Address: 1090 South Tower, 11th Floor
 City: Atlanta State: GA Zip: 30303

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Georgia
 Other _____

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 21, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
76196239, 76196396, 76195764,
76195768, 76196071

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 5

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Susan Lake
 Internal Address: King & Spalding
 Street Address: 191 Peachtree Street
 City: Atlanta State: GA Zip: 30303

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed expedite \$ 120.00
 Authorized to be charged to deposit account

8. Deposit account number:

 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susan Lake Susan Lake August 23, 2001
 Name of Person Signing Signature Date

08/27/2001 DBYRNE 00000043 76196239

Total number of pages including cover sheet, attachments, and document: 10

01 FC:481
02 FC:482
03 FC:484

40.00 OP
100.00 OP
120.00 OP
documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002316 FRAME: 0589

Schedule I
to Amended and Restated Collateral Assignment
and Security Agreement (Trademarks)

FUTURE ENERGY RESOURCES CORP.

PENDING AND REGISTERED U.S. TRADEMARKS

<u>MARK</u>	<u>NUMBER</u>
FERCO	76196239, 76196396
SILVAGAS	76195764
FERCO & DESIGN	76195768, 76196071

PENDING AND REGISTERED FOREIGN TRADEMARKS

None.

**AMENDED AND RESTATED COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT (TRADEMARKS)**

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of August 21, 2001, is executed by FUTURE ENERGY RESOURCES CORP., a Georgia corporation (the "Grantor"), in favor of TURNER FOUNDATION, INC., a Georgia non-profit corporation, as Collateral Agent (the "Collateral Agent"), on its behalf and on behalf of the Purchasers from time to time under the Amended and Restated Note Purchase Agreement (as defined below). Terms used herein but not defined herein shall have the meaning defined for those terms in the Amended and Restated Note Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of January 16, 2001 (as amended prior to the date hereof, the "Original Note Purchase Agreement"), by and among the Grantor and the Purchasers, the Purchasers agreed to purchase, and the Grantor agreed to issue and sell to the Purchasers, the Grantor's Fixed Rate Senior Convertible Notes due January 16, 2004 (the "Original Notes"), as more specifically set forth in the Original Note Purchase Agreement; and

WHEREAS, pursuant to the terms of the Original Note Purchase Agreement, the Grantor was required to execute and deliver a Collateral Assignment and Security Agreement (Trademarks) (the "Original Trademark Security Agreement") and to grant the liens and security interests provided for therein as security for its obligations under the Original Note Purchase Agreement and the Original Notes; and

WHEREAS, the Grantor has requested, and the Purchasers have agreed, to enter into that certain Amended and Restated Note Purchase Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Amended and Restated Note Purchase Agreement"), pursuant to which the Purchasers have agreed to purchase, and the Grantor has agreed to issue and sell to the Purchasers, the Grantor's Fixed Rate Senior Convertible Notes due January 16, 2004 (the "Amended and Restated Notes," and, together with the Original Notes, collectively, the "Notes"), as more specifically set forth in the Amended and Restated Note Purchase Agreement; and

WHEREAS, the Grantor desires to continue to secure its obligations under the Original Note Purchase Agreement, as amended and restated by the Amended and Restated Note Purchase Agreement, and under the Original Notes, and to secure its obligations under the Amended and Restated Notes, and wishes to enter into this Agreement to amend and restate the Original Trademark Security Agreement, as a continuation and not a novation, of its obligations

thereunder;

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“NEPCO” shall mean National Energy Production Corporation, a Washington corporation.

“NEPCO Documents” shall mean (i) the Deferred Payment Agreement, dated as of July 3, 1997, between NEPCO and Grantor; (ii) the Security Agreement, dated as of July 3, 1997, between NEPCO and Grantor, and (iii) all other documents related thereto, including without limitation, all UCC financing statements, in each case as in effect on the date hereof.

“Secured Obligations” means (a) (i) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of Grantor) on the Notes issued pursuant to, and any other amount due from Grantor under, the Amended and Restated Note Purchase Agreement, and (ii) all other obligations (monetary or otherwise) to be performed by Grantor under the Amended and Restated Note Purchase Agreement or any other Transaction Agreement; and (b) all renewals or extensions of any of the foregoing.

“Trademark License” means any written agreement now or hereafter in existence granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the

grant of a security interest in trademarks is prohibited), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all Secured Obligations, the Grantor hereby grants and conveys a security interest to the Collateral Agent, for its benefit and the ratable benefit of the Purchasers, in, and collaterally assigns, pledges, mortgages and hypothecates to the Collateral Agent, for its benefit and the ratable benefit of the Purchasers, all of its right, title and interest in, to and under the following (collectively, the "Property"); provided, however, that the grant and conveyance by Grantor of such Property described on Schedule I shall not be effective on the date hereof, but shall be effective immediately and without any further action on the part of the Grantor or the Collateral Agent at the earliest time that the granting of a lien, security interest, pledge, mortgage, assignment or encumbrance is not prohibited under the NEPCO Documents, whether upon termination or satisfaction of the NEPCO Documents or otherwise:

(a) each Trademark now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of the Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Collateral Agent exercises the rights and remedies accorded to it under the Amended and Restated Security Agreement, dated as of the date hereof, among the Grantor, the Collateral Agent and the Purchasers (as amended, restated or otherwise modified, the "Amended and Restated Security Agreement") and by law with respect to the realization upon its security

interest in and collateral assignment of the Property, and until such time the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property; provided, however, that the foregoing shall not impose an obligation on Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Collateral Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Amended and Restated Security Agreement in accordance with Section 12 thereof. At any time and from time to time prior to such termination, the Collateral Agent may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Collateral Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Collateral Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Amended and Restated Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes the Collateral Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) neither the Collateral Agent nor any Purchaser shall have any obligation or responsibility to protect or defend the Property and the Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Amended and Restated Security Agreement, (b) the Grantor shall forthwith advise the Collateral Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Collateral Agent or any Purchaser may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor

hereby agrees to reimburse the Collateral Agent and the Purchasers for all reasonable expenses, including attorneys' fees, incurred by the Collateral Agent and the Purchasers in protecting, defending and maintaining the Property.

7. All notices hereunder shall be in writing or by telecopy and shall be sufficiently given to Collateral Agent or Grantor if addressed or delivered to them as provided in the Amended and Restated Note Purchase Agreement.

8. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any jurisdiction.

9. This Agreement is for the benefit of Collateral Agent, the Purchasers, and their permitted successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to such Secured Obligations so assigned, may be transferred with such Secured Obligations. This Agreement shall be binding on Grantor, and its successors and assigns; provided, however, that Grantor may not assign any of its rights or obligations hereunder.

10. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be executed by Grantor and Collateral Agent and be deemed to be an original and all of which shall constitute together but one and the same Agreement.

11. (a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NON PERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN GEORGIA.

(b) GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY GEORGIA STATE OR FEDERAL COURT SITTING IN FULTON COUNTY, GEORGIA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION AGREEMENT, AND GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH GEORGIA STATE OR FEDERAL COURT. GRANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF ANY INCONVENIENT FORUM (FORUM NON CONVENIENS) TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION AGREEMENT.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

FUTURE ENERGY RESOURCES CORP.

By: *Inge B. Fretheim*
Name: Inge B. Fretheim
Title: President + CEO

Jim Wall
Witness

Michelle Carter
Witness

STATE OF GEORGIA)
) ss.:
COUNTY OF Gwinnett)

On the 21st day of August, 2001 before me personally came Inge, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the CEO of Future Energy Resources Corp., who being by me duly sworn, did depose and say that he is the CEO of Future Energy Resources Corp. the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Lisa M Hoffman
Notary Public

My Commission Expires:
2/18/02

[NOTARIAL SEAL]

[Signature Page to Amended and Restated Collateral Assignment of Trademarks]

TURNER FOUNDATION, INC., as Collateral Agent

By: Michael V. Finley
Name: Michael V. Finley
Title: President

Will A. Williams, III

Witness

[Signature]
Witness

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 21st day of August, 2001 before me personally came Michael V. Finley, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of Turner Foundation, Inc., who being by me duly sworn, did depose and say that he is the President of Turner Foundation, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Cindy Funcher Vaughn
Notary Public

My Commission Expires:
04-02-02

[NOTARIAL SEAL]

[Signature Page To Amended and Restated Collateral Assignment of Trademarks]

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to Amended and Restated Collateral Assignment
and Security Agreement (Trademarks)

FUTURE ENERGY RESOURCES CORP.

PENDING AND REGISTERED U.S. TRADEMARKS

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FERCO	76196239, 76196396
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FERCO & DESIGN	76195768, 76196071

PENDING AND REGISTERED FOREIGN TRADEMARKS

None.