

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
Valere Power, Inc.		06/02/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth II, L.P.		
Street Address:	180 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78198687	VALERE	
CORRESPONDENCE DATA			
Fax Number:	(415)358-4780		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-381-3283		
Email:	bg2@greenspan.org		
Correspondent Name:	Ben Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mil Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG-VALERE		
NAME OF SUBMITTER:	Benjamin Greenspan		
Signature:	/bg2/		
Date:	06/02/2006		

OP \$40.00 78198687

Total Attachments: 1
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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of June 2, 2006, is between Valere Power, Inc., a Delaware corporation, with its principal place of business at 661 N. Plano Rd., Suite 300, Richardson, TX 75081 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated June 2, 2006, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated June 2, 2006, by and among Assignor and Assignee;

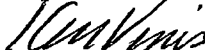
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

VALERE POWER, INC.

By 
Chairman and Chief Executive Officer

By 
Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By _____

Name: _____

Title: **Manager, Partners for Growth II, LLC**
Its General Partner