

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VICTRON ENERGY, INC.		06/07/2007	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK,N.A., as Administrative Agent		
<b>Street Address:</b>	8401 North Central Expressway		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	national banking association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78795969	VICTRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147455226		
<b>Email:</b>	awalker@winstead.com		
<b>Correspondent Name:</b>	Andrea Walker, Winstead PC		
<b>Address Line 1:</b>	1201 Elm Street		
<b>Address Line 2:</b>	5400 Renaissance Tower		
<b>Address Line 4:</b>	Dallas, TEXAS 75270		
<b>ATTORNEY DOCKET NUMBER:</b>	641-128 VICTRON ENERGY		
<b>NAME OF SUBMITTER:</b>	Andrea Walker		
<b>Signature:</b>	/Andrea Walker/		

OP \$40.00 78795969

Date:

06/13/2007

**Total Attachments: 3**

source=641-128 tm sec agrmt Victron Energy, Inc#page1.tif

source=641-128 tm sec agrmt Victron Energy, Inc#page2.tif

source=641-128 tm sec agrmt Victron Energy, Inc#page3.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made as of June 7, 2007 (the "*Effective Date*") by VICTRON ENERGY, INC., a Texas corporation having a principal place of business at 901 Ferris Avenue, Waxahachie, Texas 75165 (the "*Debtor*"), in favor of CITIBANK, N.A., a national banking association, having a principal place of business at 8401 North Central Expressway, Suite 500, Dallas, Texas 75225, as Administrative Agent for the Secured Parties (in such capacity, "*Administrative Agent*").

### Recitals:

A. Debtor and Administrative Agent are parties to that certain Pledge and Security Agreement dated as of June 7, 2007 (as amended, restated, or otherwise modified from time to time, the "*Security Agreement*"). For purposes of this Agreement, all terms defined in this Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement, unless otherwise expressly provided in this Agreement.

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Administrative Agent, for the benefit of the Secured Parties, a lien and security interest in all of Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, to secure the performance of the Secured Obligations.

### Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and assigns to Administrative Agent, for the benefit of the Secured Parties, to secure the payment and performance of the Secured Obligations, a continuing security interest, lien and collateral assignment in all of Debtor's right, title, and interest in, to and under the Trademarks, whether presently existing or hereafter created or acquired, including without limitation, all registrations and recordings thereof, and all applications in connection therewith, filed in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (including without limitation those applications listed on *Schedule 1* to this Agreement), all reissues, extensions, and renewals thereof, all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, the right to sue for past, present, and future infringements of any of the foregoing, all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringement, dilution or injury to the goodwill associated with the foregoing, all rights corresponding to any of the foregoing throughout the world, and all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Debtor.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Administrative Agent and the Secured Parties with respect to the liens and security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the Effective Date.

VICTRON ENERGY, INC.

By: 

Ali Sharaf, President

Schedule 1  
to  
Trademark Security Agreement

Trademarks

Owner of Record	Trademark	US Registration / Serial No.	Registration / Filing Date	Status	International Class / Goods & Services
Victron Energy, Inc.	VICTRON	78/795,969	01/20/2006 (intent to use)	Pending – Published 03/27/2007	<u>Class 35:</u> Wholesale distributorship featuring motor fuels, lubricants and automotive products