

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	09/28/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Solix BioFuels, Inc.		09/28/2007	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	I2BF MANAGEMENT LTD (BVI)
Street Address:	PO BOX 3321
Internal Address:	Drakes Chambers
City:	Road Town Tortola, British Virgin Islands
State/Country:	UNITED KINGDOM
Entity Type:	Exempted British Virgin Islands Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78926187	SOLIX BIOFUELS
Serial Number:	78926195	SOLIX BIOFUELS

CORRESPONDENCE DATA

Fax Number: (303)607-3600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (303) 607-3500
 Email: trademarkdnvr@faegre.com
 Correspondent Name: Joshua A. Smith
 Address Line 1: 1700 LINCOLN STREET
 Address Line 2: 3200 Wells Fargo Center
 Address Line 4: Denver, COLORADO 80203-4532

ATTORNEY DOCKET NUMBER: 77889-348496

DOMESTIC REPRESENTATIVE

OP \$65.00 78926187

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Joshua A. Smith
Signature:	/Joshua A. Smith/
Date:	09/28/2007

Total Attachments: 3
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GRANT OF SECURITY INTEREST

IN TRADEMARKS

GRANT OF SECURITY INTEREST, dated as of September 28, 2007, by SOLIX BIOFUELS, INC., a Colorado corporation (together with its successors and assigns, "Debtor"), in favor of I2BF MANAGEMENT LTD (BVI), as collateral agent ("Collateral Agent") for the benefit of itself and the Secured Parties (as defined in the Security Agreement) named in the Security Agreement (as defined below).

Recitals

A. Reference is made to the Security Agreement, dated as of September 28, 2007 (as amended, restated or supplemented from time to time, the "Security Agreement"), by and among Debtor, Collateral Agent and the Investors;

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A in order to maintain such schedule's completeness or accuracy.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor hereby grants to Collateral Agent a security interest to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement, in all right, title and interest of Debtor in and to all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;

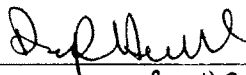
Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent's address is: I2BF Venture Capital
c/o I2BF Management, Ltd. (BVI)
PO Box 3321, Drakes Chambers
Road Town Tortola
British Virgin Islands
Attention: Managing Director

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

SOLIX BIOFUELS, INC.,
a Colorado corporation

By: 
Name: DOUGLAS R. HENSON
Title: President

SCHEDULE A

TRADEMARKS

None.

TRADEMARK APPLICATIONS

Mark	Application Date	Application No.
Solix Biofuels (class 1, 4, and 40)	July 10, 2006	78/926,187
Solix Biofuels (class 37 and 40)	July 10, 2006	78/926,195

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