

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Rivers Technologies Limited Partnership		09/27/2007	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Twin Rivers Technologies Quincy, LLC		
Street Address:	780 Washington Street		
City:	Quincy		
State/Country:	MASSACHUSETTS		
Postal Code:	02169		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77069376	ENVIROHEAT	
Registration Number:	2027453	ENVIRODIESEL	
CORRESPONDENCE DATA			
Fax Number:	(617)542-2241		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-348-4914		
Email:	cpeters@mintz.com		
Correspondent Name:	Carol H. Peters		
Address Line 1:	Mintz Levin Cohn Ferris Glovsky & Popeo		
Address Line 2:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	14859-400		
NAME OF SUBMITTER:	Carol H. Peters		
Signature:	/carol/h/peters/		

CH 77069376 \$65.00

Date:

10/01/2007

Total Attachments: 6

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**ASSIGNMENT OF PATENTS, PATENT APPLICATIONS, COPYRIGHTS,
TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL**

THIS ASSIGNMENT OF PATENTS, PATENT APPLICATIONS, COPYRIGHTS, TRADEMARKS, TRADEMARK APPLICATIONS AND GOODWILL (the "Intellectual Property Assignment Agreement") is entered into on September 27, 2007, by and among Twin Rivers Technologies, Limited Partnership, a Massachusetts limited partnership (the "Assignor") and Twin Rivers Technologies Quincy, LLC, a Delaware limited liability company (the "Assignee").

R E C I T A L S:

WHEREAS, the Assignor and Assignee are parties to a certain Asset Transfer Agreement dated as of September 27, 2007 (the "Asset Transfer Agreement"), under the terms of which Assignor agrees to transfer to the Assignee the Transferred Assets (as such term is defined in the Asset Transfer Agreement);

WHEREAS, Assignor owns (a) the United States and foreign trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule 1 hereto (the "Trademarks"), (b) the United States Letters Patent and patent applications and foreign patents and patent applications listed on Schedule 2 hereto (the "Patents"), and (c) various copyrights (the "Copyrights"), which together with the products and goodwill associated with the Trademarks, Patents and Copyrights, constitute part of the Transferred Assets; and

WHEREAS, pursuant to the Asset Transfer Agreement, the Assignee desires to obtain all of Assignor's right, title and interest in, to and under said Trademarks, Patents and Copyrights and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and assigns, all of Assignor's right, title and interest throughout the world in, to and under (a) the Trademarks and Copyrights, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon and (b) the Patents, and the underlying inventions described therein, and all divisions, renewals, reissues, continuations and continuations-in-part thereof, and all United States and foreign patents which have been or may be granted thereon, together with the right to sue and recover damages for future or past infringements of the Trademarks, Patents and Copyrights and to fully and entirely stand in the place of Assignor in all matters related thereto.

Assignor hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents, Trademarks or Copyrights, to record this Intellectual Property Assignment Agreement to the Assignee. Assignor hereby further requests the Commissioner and his or her foreign counterparts to issue (a) any and all registrations resulting from applications among the Trademarks or derived therefrom and (b) any and all patents resulting from applications among the patents or derived therefrom to the Assignee as assignee of the entire interest.

Assignor covenants that it has full right to convey the entire interest herein assigned, and that Assignor has not executed, nor will it execute, any agreements inconsistent herewith.

Assignor, for itself and its respective successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Assignee, Assignor will, at Assignee's expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee and its successors and assigns, any or all of the Patents, Trademarks and Copyrights, and to put the Assignee in actual possession and operating control thereof, to assist the Assignee in exercising all rights with respect thereto and to assure Assignee of the full benefits thereof.

Assignor hereby constitutes and appoints the Assignee and its successors and assigns as its true and lawful attorney in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignor but on behalf of and for the benefit of the Assignee and its successors and assigns, any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of the Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Patents, Trademarks and Copyrights, and to do all acts and things in relation to such assets which Assignee or its successors or assigns reasonably deem desirable.

In the event that any provision of this Intellectual Property Assignment Agreement would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. Any term or provision of this Intellectual Property Assignment Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

In the event that any provision of this Intellectual Property Assignment Agreement is construed to conflict with a provision in the Asset Transfer Agreement, the provision in the Asset Transfer Agreement shall be deemed to be controlling.

This instrument shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee. This Intellectual Property Assignment Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

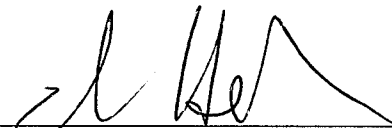
This Intellectual Property Assignment Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the day and year first written above.

**TWIN RIVERS TECHNOLOGIES,
LIMITED PARTNERSHIP**

By: Twin Rivers Technologies Business Trust,
Its General Partner

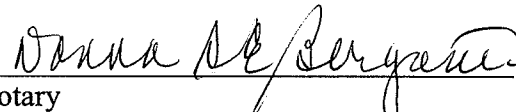
By: 
Name: Irwin M. Heller
Title: Trustee

Commonwealth
STATE OF *Massachusetts*)
COUNTY OF *Suffolk*) ss.

On this 27th day of September, 2007, before me personally appeared Irwin M. Heller as a Trustee of the Twin Rivers Technologies Business Trust, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, and being by me duly sworn, did depose and say that the statements therein contained are the true acts and deeds of said Trust as the General Partner of the Assignee.

WITNESS my hand and official seal.

[SEAL]


Notary
My Commission Expires:

TWIN RIVERS TECHNOLOGIES QUINCY, LLC

By: *[Signature]*

Name: Irwin M. Heller
Title: Manager

Commonwealth
STATE OF *Massachusetts*)

COUNTY OF *Suffolk*)) ss.

On this *27th* day of *September*, 2007, before me personally appeared Paul J. Angelico, as Manager and President of Twin Rivers Technologies Quincy, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, and being by me duly sworn, did depose and say that the statements therein contained are the true acts and deeds of said Twin Rivers Technologies Quincy, LLC.

WITNESS my hand and official seal.

[SEAL]

Donna E Bergamo

Notary

My Commission Expires:



DONNA S. E. BERGAMO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 2, 2011

Schedule 1

TRADEMARKS

Trademarks and Trademark Applications:

Registrant	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Mark	Status
Twin Rivers L.P. ¹	US	74/521,195	5/4/2004	2,027,453	12/31/2006	ENVIRODIESEL	Renewal Pending
Twin Rivers L.P.	US	77/069,376	12/21/2006			ENVIROHEAT	Pending

Common Law Trademarks:

Twin Rivers L.P. claims common law trademarks in the marks “Natural Ingredients”, “The Future is Clear” and “Enviroethanol” and common law design marks in logos for Twin Rivers Technologies and EnviroDiesel (see Exhibit A hereto which contains both logos.)

¹ co-owned with World Energy Alternatives LLC.

Schedule 2

PATENTS

Patents and Patent Applications:

Registrant	Country	Application No.	Filing Date	Patent No.	Issue Date	Title	Status
Twin Rivers L.P.	US	08/787,370	1/22/1997	5,892,072	4/6/1999	C 12-16-90 Percent Fatty Acids and a Process of Making Same	Active ²
Twin Rivers L.P.	US	10/487,430 (Pub. No. 20050120620)	8/16/2002			Use of a Natural-Oil Byproduct as a Reduced-Emissions Energy Source	Pending
Twin Rivers L.P.	US	09/939,225	8/24/2001	6,740,134	5/25/2004	Use of a Natural-Oil Byproduct as a Reduced- Emissions Energy Source	Active
Twin Rivers L.P.	Canada	2457825	8/16/2002			Use of a Natural-Oil Byproduct as a Reduced- Emissions Energy Source	Pending
Twin Rivers L.P.	US	11/071,131	3/2/2005	7,169,946	1/30/2007	Alternatives to Distilled Oleo Chemicals in Derivatives and Production Thereof	Active

Unfiled Patent Applications:

Process for Making Omega-3 / Medium Chain Structured Lipid (tentative title).

² A security interest held by BankBoston was recorded against this patent.