

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
Twin Rivers Technologies Quincy, LLC		10/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
Twin Rivers Technologies Manufacturing Corporation		10/12/2007	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74521195	ENVIRODIESEL	
Serial Number:	77069376	ENVIROHEAT	
CORRESPONDENCE DATA			
Fax Number:	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172390632		
Email:	agrandy@eapdlaw.com		
Correspondent Name:	Adam M. Grandy		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	51442-100		

CH \$65.00 74521195

NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	11/06/2007

Total Attachments: 11

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AMENDED AND RESTATED TRADEMARK AND SERVICE MARK SECURITY AGREEMENT

This Amended and Restated Trademark and Service Mark Security Agreement, dated as of October 12, 2007, between Twin Rivers Technologies Quincy, LLC, a Delaware limited liability company, Twin Rivers Technologies Manufacturing Corporation, a Massachusetts corporation (each a "Borrower", and collectively, the "Borrowers"), and Bank of America, N.A., as agent (the "Agent"), located at 100 Federal Street, Boston, Massachusetts 02110, acting for itself and the other lenders under that certain Second Amended and Restated Credit Agreement dated as the date hereof, as from time to time in effect (the "Credit Agreement"), among Twin Rivers Technologies US, Inc., each of the Borrowers, its subsidiaries, the lenders party thereto and the Agent. In accordance with that certain Second Amended and Restated Guarantee and Security Agreement dated as of the date hereof, as from time to time in effect (the "Guarantee and Security Agreement") among Twin Rivers Technologies US, Inc., each of the Borrowers, its subsidiaries, additional guarantors and the Agent, the Borrowers agree to secure the payment and performance of the loans, letters of credit, interest rate protection agreements, fees, expenses, indemnities and other obligations under the Credit Agreement (collectively, the "Credit Obligations") to the Agent and the other lenders. Terms defined in the Credit Agreement and the Guarantee and Security Agreement and not otherwise defined herein are used herein with the meanings so defined.

1. Grant of Security Interest. The Borrowers hereby grant to the Agent on behalf of the Lenders a security interest in the items referred to below, whether now owned or hereafter acquired, and all proceeds thereof (collectively, the "Collateral"):

1.1. All of the right, title and interest of the Borrowers in and to all trademarks and service marks (collectively, the "Marks"), registrations for the Marks (collectively, the "Registrations") and all trademark and service mark applications for the Marks (collectively, the "Applications"). Such Registrations and Applications shall include without limitation all existing United States registrations and applications of the Borrowers described in Exhibit A hereto.

1.2. The goodwill of the business of the Borrowers symbolized by each of the Marks.

1.3. All right, title and interest of the Borrowers in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use or infringement of the Marks, the Registrations or the Applications.

2. Further Assurances. Each of the Borrowers shall execute, or use its best efforts at its expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

3. Agreement to Assign Collateral. The Borrowers shall execute and deliver to the Agent on the date of this Agreement a written Assignment of Trademarks and Service Marks to the Agent in substantially the form attached hereto as Exhibit B (the "Assignment"). The Agent shall hold the Assignment in escrow, and the Assignment shall have no legal effect and shall not be binding on the Borrowers, until the occurrence and continuance of an Event of Default, at which time the Agent on behalf of the Lenders may file the Assignment with the U.S. Patent and Trademark

Office and, upon such filing, the Assignment shall take effect as a legal document binding upon the Borrowers.

4. Foreclosure. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies granted by this Agreement and the Assignment, the Agent on behalf of the Lenders may exercise the rights and remedies of a secured party enacted in any of the jurisdictions in which the Collateral may be located. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, without demand or notice (except as set forth next below), all of which are waived, and without advertisement, the Agent may sell at public or private sale or otherwise realize upon, in The Commonwealth of Massachusetts or elsewhere, all or from time to time any of the Collateral, or any interest which the Borrowers may have therein. Notice of any sale or other disposition of the Collateral shall be given to the Borrowers at least 10 days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which the Borrowers agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Credit Obligation or the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral (including associated goodwill), free from any right of redemption on the part of the Borrowers, which right is waived and released. After deducting from the proceeds of sale or other disposition of the Collateral and associated goodwill all expenses (including reasonable expenses for brokers' fees and legal services), the balance of such proceeds shall be applied toward the payment of the Credit Obligations. Any remainder of the proceeds after payment in full of the Credit Obligations shall be paid over to the Borrowers.

5. Defeasance. In the event all Credit Obligations have been paid, performed and indefeasibly discharged in full and the Credit Documents have terminated under Section 16.1 of the Credit Agreement without the Borrower having sold or otherwise realized upon the Collateral, the Agent shall, at the Borrowers' expense, release the security interest in the Collateral granted under this Agreement and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including cancellation of this Agreement by written notice to the U.S. Patent and Trademark Office and delivery back to the Borrowers of the Assignment upon request of the Borrowers.

6. General.

6.1. No course of dealing between the Borrowers and the Agent, nor any failure to exercise, nor any delay in exercising on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege.

6.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any

manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of The Commonwealth of Massachusetts.

6.7. This Agreement is a Credit Document (as defined in the Credit Agreement) and may be executed in any number of counterparts, which together shall constitute one instrument.

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*[Signature Page to Amended and Restated
Trademark and Service Mark Security Agreement]*

Each of the undersigned has caused this Amended and Restated Trademark and Service Mark Security Agreement to be signed by its duly authorized officer on the date first above written.

TWIN RIVERS TECHNOLOGIES QUINCY, LLC

By: 
Paul J. Angelico, President

TWIN RIVERS TECHNOLOGIES
MANUFACTURING CORPORATION

By: 
Paul J. Angelico, President

BANK OF AMERICA, N.A., as Agent

By: _____
Kalens Herold, Assistant Vice President

*[Signature Page to Amended and Restated
Trademark and Service Mark Security Agreement]*

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TWIN RIVERS TECHNOLOGIES QUINCY, LLC

By: _____
Paul J. Angelico, President

TWIN RIVERS TECHNOLOGIES
MANUFACTURING CORPORATION

By: _____
Paul J. Angelico, President

BANK OF AMERICA, N.A., as Agent

By: Kalens Herold
Kalens Herold, Assistant Vice President

EXHIBIT A

Registration	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Mark
Twin Rivers Technologies Quincy, LLC	US	74/521,195	5/24/2004	2,027,453	12/31/2006	ENVIRODIESEL
Twin Rivers Technologies Quincy, LLC	US	77/069,376	12/21/2006			ENVIROHEAT

EXHIBIT B

Attached

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment of Trademarks and Service Marks (the "Assignment"), dated as of October 12, 2007, is between Twin Rivers Technologies Quincy, LLC, a Delaware limited liability company, Twin Rivers Technologies Manufacturing Corporation, a Massachusetts corporation, each located at 780 Washington Street in Quincy, Norfolk County, Massachusetts (each a "Borrower", and collectively, the "Borrowers"), and Bank of America, N.A., as agent (the "Agent"), located at 100 Federal Street, Boston, Massachusetts 02110, acting for itself and the other lenders under that certain Second Amended and Restated Credit Agreement, dated as the date hereof, as from time to time in effect (the "Credit Agreement"), among Twin Rivers Technologies US, Inc., each of the Borrowers, its subsidiaries, the lenders party thereto and the Agent. In accordance with that certain Second Amended and Restated Guarantee and Security Agreement, dated as of the date hereof, as from time to time in effect (the "Guarantee and Security Agreement") among Twin Rivers Technologies US, Inc., each of the Borrowers, its subsidiaries, any additional guarantors and the Agent, the Borrowers agree to secure the payment and performance of the loans, letters of credit, interest rate protection agreements, fees, expenses, indemnities and other obligations under the Credit Agreement (collectively, the "Credit Obligations") to the Agent and the other lenders. Terms defined in the Credit Agreement and the Guarantee and Security Agreement and not otherwise defined herein are used herein with the meanings so defined.

BACKGROUND

Section 3 of the Trademark and Service Mark Security Agreement provides that the Borrowers shall execute a written assignment of the items listed in Exhibit A thereto (collectively, the "Collateral"), as amended (attached hereto as Exhibit 1A), and that the Agent on behalf of the Lenders may file such Assignment upon the occurrence and during the continuance of an Event of Default.

ASSIGNMENT

1. Assignment. Subject to the occurrence and continuance of an Event of Default, the Borrowers hereby assign to the Agent on behalf of the Lenders, the items referred to below (collectively, the "Assigned Material"):
 - 1.1. All of the right, title and interest of the Borrowers in and to all trademarks and service marks (collectively, the "Marks"), the registrations relating to the Marks (collectively, the "Registrations") and all trademark and service mark applications relating to the Marks (collectively, the "Applications"), now owned or hereafter acquired by the Borrowers. Such Registrations and Applications shall include without limitation all existing United States registrations and applications of the Borrowers described in Exhibit 1A.
 - 1.2. The goodwill of the business of the Borrowers symbolized by each of the Marks.
 - 1.3. All right, title and interest of the Borrowers in and to any cause of action that has

heretofore arisen or that may arise with respect to unconsented use or infringement of the Marks, the Registrations or the Applications.

2. Further Assurances. Each of the Borrowers shall execute, or use its best efforts at its expense to have carefully executed, any further documents as may be reasonably requested by the Agent in order to fully effectuate this Assignment.
3. Indemnification. The Borrowers shall indemnify and hold harmless the Agent against any claim, loss or liability with respect to a third party incurred by the Agent as assignee of the Assigned Material resulting from any use by the Borrowers, or any of its sublicensees, of goods or services, products or processes, as the case may be, covered by the Assigned Material.
4. General. The provisions of this Assignment shall be read cumulatively with the provisions of Section 6 of the Trademark and Service Mark Security Agreement. This Assignment amends the Trademark and Service Mark Security Agreement by deleting Sections 1, 2, and 3 of the Trademark and Service Mark Security Agreement, which Sections 1, 2 and 3 shall be of no further force or effect in respect of the Assigned Material. This Assignment is a Credit Document.

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[Signature Page to Assignment of Trademarks and Service Marks]

Each of the undersigned has caused this Assignment to be signed by its duly authorized officer on the date first above written.

TWIN RIVERS TECHNOLOGIES QUINCY, LLC

By: _____
Paul J. Angelico, President

TWIN RIVERS TECHNOLOGIES
MANUFACTURING CORPORATION

By: _____
Paul J. Angelico, President

BANK OF AMERICA, N.A., as Agent

By: _____
Kalens Herold, Assistant Vice President

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