

11-21-2007

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RE
To the Director of the U. S. Patent and T.

ents or the new address(es) below.

1. Name of conveying party(ies):
Delta Horseshoe Co., Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: The Central Valley Fund, L.P.
Internal Address: _____
Street Address: 1590 Drew Ave., Suite 110
City: Davis
State: CA
Country: USA Zip: 95616

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 10/23/07

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 2,371,307 and 2,172,627

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

A. Hoof Power
B. Delta

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Edward McNulty
Internal Address: _____
Street Address: 1590 Drew Ave., Suite 110
City: Davis
State: CA Zip: 95616
Phone Number: (530) 757-7004
Fax Number: _____
Email Address: _____

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 0000160005
Authorized User Name _____

9. Signature:

Signature
Edward McNulty
Name of Person Signing

CHECK Refund Total: 10/23/07 \$15.00

11/20/2007 MJMA1 Date: 11/20/2007
01 FC:4521 Refund Ref: 00000039 2371307
02 FC:4522 Total number of pages including cover
and attachments, and document: 46.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 23, 2007, by DELTA HORSESHOE CO., INC., a California corporation ("*Borrower*"), in favor of THE CENTRAL VALLEY FUND, L.P., a Delaware limited partnership (the "*Secured Party*"), with reference to the following:

WITNESSETH:

WHEREAS, the Secured Party and the Borrower have entered into a Securities Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*");

WHEREAS, as a further condition to the Secured Party's entry into the Purchase Agreement, the parties have entered into that certain Security Agreement, dated as of the date hereof (referred to herein as the "*Security Agreement*") as well as that certain Patent, Trademark and Copyright Security Agreement, dated as of the date hereof (referred to herein as the "*IP Security Agreement*"); and

WHEREAS, this Trademark Security Agreement (this "*Agreement*") is executed in connection with the IP Security Agreement, and in order to register this Agreement with the United States Patent and Trademark Office, Borrower is required to execute and deliver this Agreement to the Secured Party.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the IP Security Agreement or the Security Agreement, as the case may be.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby grants to the Secured Party a continuing security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*");

(a) all of the Trademarks referred to on Schedule I hereto and all registrations thereof;

(b) all applications for registration of any such Trademarks now or hereafter filed by Borrower, including those referred to on Schedule I hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with any such Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement and the IP Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the continuing security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants that on the date hereof (a) Schedule I hereto accurately and completely lists all of the registered Trademarks and all applications for registration of such Trademarks in which Borrower holds any right, title or interest; and (b) Borrower holds all right, title and interest to such Trademarks and applications.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DELTA HORSESHOE CO., INC.
a California corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

THE CENTRAL VALLEY FUND, L.P.,
a Delaware limited partnership

By:  _____
Name: Edward McNulty
Its: Authorized Signatory

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DELTA HORSESHOE CO., INC.

a California corporation

By: 

Name: LOUWRENS K. VAN DER LINDEN

Title: C.E.O.

ACCEPTED AND ACKNOWLEDGED BY:

THE CENTRAL VALLEY FUND, L.P.,

a Delaware limited partnership

By: _____

Name: Edward McNulty

Its: Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

UNITED STATES ISSUED TRADEMARKS
REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Hoof Power	2,371,307	July 25, 2000
Delta	2,172,627	July 14, 1998