

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantum Resource Corporation		07/29/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	ComVest Capital, LLC		
Street Address:	One North Clematis Street		
Internal Address:	Suite 300		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1494475	QUANTUM RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	(212)801-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128019200		
Email:	elingsr@gtlaw.com, nytmdkt@gtlaw.com, biancoc@gtlaw.com		
Correspondent Name:	G. Roxanne Elings		
Address Line 1:	200 Park Avenue		
Address Line 2:	34th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	091533.013700		
NAME OF SUBMITTER:	G. Roxanne Elings		
Signature:	/G. Roxanne Elings/		

CH \$40.00 1494475

Date:

07/31/2008

Total Attachments: 2

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NOTICE OF TRADEMARK SECURITY AGREEMENT

WHEREAS, QUANTUM RESOURCE CORPORATION, a Delaware corporation (the "Grantor"), is the owner of certain trademarks, including without limitation the registration in the United States Patent and Trademark Office as set forth on **Schedule A** annexed hereto and made a part hereof (the "Trademark"); and

WHEREAS, the Grantor has entered into that certain Collateral Agreement of even date herewith (the "Collateral Agreement"), by and between the Grantor and ComVest Capital, LLC, a Delaware limited liability company (the "Secured Party"); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor has agreed to grant to the Secured Party a continuing security interest in, and a continuing lien on, all of the Grantor's right, title, and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign and grant to the Secured Party a continuing security interest in and a continuing lien on the Trademark, as security for the payment and performance of the Obligations as defined in the Collateral Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Agreement to be duly executed by its authorized officer or agent as of July 31, 2008.

QUANTUM RESOURCE CORPORATION

By: _____

Name: Michael D. Traina

Title: Chairman and CEO

SCHEDULE A

QUANTUM RESOURCE CORPORATION

U.S. Trademark Registrations

<u>Registration No.</u>	<u>Grant Date</u>	<u>Mark</u>
1494475	June 28, 1988	QUANTUM RESOURCES