

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ORYXE Energy International, Inc.		10/02/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ridgewood Oryxe LLC		
<b>Street Address:</b>	947 Linwood Avenue		
<b>City:</b>	Ridgewood		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07450		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3393209	ORYXE	
Registration Number:	3331482		
Registration Number:	3283714		
Registration Number:	3277342	ORYXE	
Registration Number:	3269906	THE NEW NATURE OF FUEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(802)862-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	802-863-2375		
<b>Email:</b>	tmip@drm.com		
<b>Correspondent Name:</b>	Lawrence H. Meier		
<b>Address Line 1:</b>	199 Main Street, P.O. Box 190		
<b>Address Line 4:</b>	Burlington, VERMONT 05402-0190		
<b>ATTORNEY DOCKET NUMBER:</b>	06027-00153		

OP \$140.00 3393209

NAME OF SUBMITTER:	Lawrence H. Meier
Signature:	/Lawrence H. Meier/
Date:	10/06/2008

**Total Attachments: 16**

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of October 2, 2008 (this "Agreement") is entered into by and among ORYXE Energy International, Inc., a Delaware corporation (the "Company"), and Ridgewood Oryxe LLC, a Delaware limited liability company, as collateral agent (the "Collateral Agent") on behalf of the persons and entities listed on the Schedule of Investors attached hereto as Schedule I (each an "Investor" and, collectively, the "Investors"), and the Investors. Capitalized terms used in this Agreement which are not otherwise defined shall have the meanings given in the Note Purchase Agreement (as defined below). The term "Majority Holders" shall mean the holders of Notes constituting seventy five percent (75%) of the indebtedness outstanding under all Notes issued pursuant to the Purchase Agreement.

WHEREAS, the Company and the Investors have entered into a Note and Warrant Purchase Agreement of even date herewith (the "Note Purchase Agreement") under which the Company is issuing Secured Convertible Promissory Notes (the "Notes") and Warrants in connection with a secured convertible bridge loan;

WHEREAS, the Investors have required a security interest in all business assets of the Company as a condition to advancing funds under the Note Purchase Agreement;

WHEREAS, the Collateral Agent has agreed to serve as agent for the Investors in connection with the Note Purchase Agreement and the Notes issues thereunder at the direction of the Majority Holders;

NOW, THEREFORE, in consideration of the mutual agreements and undertakings of the parties set forth in this Agreement and in other documents executed in connection with the Note and Warrant Purchase Agreement, the Company hereby agrees with Investors as follows:

1. Grant of Security Interest. To secure prompt payment of all principal, interest, charges and expenses outstanding under the Notes and performance of all obligations arising under the Note Purchase Agreement and this Agreement, and all extensions, modifications, substitutions and renewals thereof, including without limitation any costs or expenses incurred by the Investors or the Collateral Agent in connection with the same, together with any other indebtedness or obligations now or hereafter owed by the Company to Investor from time to time (collectively, the "Obligations"), the Company hereby grants, sells, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent a continuing security interest in and lien on all of the Company's right, title and interest in and to all of the following, whether now existing or hereafter acquired (the "Collateral"):

All Accounts, Inventory, Equipment, Negotiable Collateral, General Intangibles (including without limitation, Patents, Patent Applications and Patent Licenses, and Trademarks, Trademark Applications and Trademark Licenses), machinery, furniture, fixtures, documents, instruments, deposit accounts, money, and chattel paper, now owned or hereafter acquired, wherever located, and all returns, repossessions, exchanges and substitutions thereto and thereof, and all proceeds and products thereof, including money and cash proceeds, deposit accounts, insurance proceeds, and proceeds in the form of any of the types of property included in this collateral description.

As used herein, the following terms shall have the following meanings:

“Accounts” means all of the Company’s present and future accounts as defined in the Uniform Commercial Code in effect in the State of California, as amended from time to time (“UCC”), contract rights, or other rights to payment for goods sold or leased or for services rendered, whether or not earned by performance.

“Inventory” means all of the Company’s present and future inventory as defined in the UCC, including raw materials, work in process, finished goods, merchandise, parts and supplies, of every kind and description, and goods held for sale or lease or furnished under contracts of service in which the Company now has or hereafter acquires any right, whether held by the Company or others, and all documents of title, warehouse receipts, bills of lading, and all other documents of every type covering all or any part of the foregoing.

“Equipment” means all of the Company’s present and future machinery, equipment, machines, tools, and rolling stock, including all equipment as that term is defined in the UCC.

“Negotiable Collateral” means all of the Company’s present and future instruments and chattel paper, as those terms are defined in the UCC, and all letters of credit, notes, drafts, documents and leases and the Company’s books and records relating to any of the foregoing.

“General Intangibles” means all of the Company’s present and future general intangibles as defined in the UCC and other personal property, including permits, licenses, choses in action, copyrights and renewal thereof, copyright applications, mask works, mask work applications, trade secrets, goodwill, patents, patent applications, trade names, trademarks, trademark applications, servicemarks, trade secrets, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, claims under insurance policies (whether or not proceeds), rights of set off, infringement claims, product lines, research and development, computer programs, computer software, computer discs, computer tapes, literature, reports, catalogs, deposit amounts, insurance premium rebates, tax refunds, tax refund claims and all leasehold interests of the Company to the extent considered personal property under applicable law.

“Patents, Patent Applications and Patent Licenses” means all of the Company’s patents, patent applications and patent licenses in which it possesses an ownership interest, including without limitation, all those patents, patent applications, and patent licenses referred to on Schedule II hereto.

“Trademarks, Trademark Applications and Trademark Licenses” means all of the Company’s trademarks, trademark applications and trademark licenses in which it possesses an ownership interest, including without limitation, all of those trademarks, trademark applications and trademark licenses referred to on Schedule III hereto.

To the extent that this security is taken to secure goods purchased with proceeds of advances made by the Investors, the Company grants the Collateral Agent a purchase money security interest in the Collateral.

2. Covenants. The Company further covenants and warrants to the Collateral Agent as follows:

(a) To keep the Collateral at the address set forth above or at the Company's principal business location at 9805 Research Drive, Irvine, CA 92618; or, if the Company wishes to keep Collateral at another location, to notify the Collateral Agent in writing of the address of the new location and to obtain the Collateral Agent's written consent prior to moving any items of Collateral to the new location.

(b) To notify the Collateral Agent in writing at least thirty (30) days prior to (i) the movement or location of any Collateral to any location other than the address indicated for the Company, and (ii) any change in the address of the chief executive office of the Company or the office where the Company maintains its books, records or accounts.

(c) To keep its business records at its place of business as stated above, to permit Investors to review such records during business hours on reasonable notice and not to remove the business records from that location without the prior consent of the Collateral Agent.

(d) To keep the Collateral free and clear of all claims, liens, charges, encumbrances, taxes and assessments, other than liens and encumbrances permitted under the Loan Documents.

(e) On demand of the Collateral Agent to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the provisions of this Agreement; execute such instruments or statements as the Collateral Agent may reasonably require in order to perfect, continue or maintain the security interest of the Collateral Agent in the Collateral and to pay all costs of filing in connection therewith; execute additional promissory notes evidencing future extensions of credit. To the extent permitted by law, for the term of this Agreement the Company authorizes the Collateral Agent to act as its attorney-in-fact and agent for the purpose of executing any financing statements or similar instruments in the name of the Company from time to time and at such times as Investor deems necessary to attach, perfect or continue perfection of a security interest in the Collateral.

(f) To retain possession of the Collateral during the existence of this Agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Collateral Agent or the Majority Holders, except that the Company may sell the Collateral in the ordinary course of its business.

(g) To pay, when due, all taxes, assessments and license fees relating to the Collateral.

(h) To keep the Collateral, at the Company's own cost and expense, in good condition and available for inspection by the Investors at all reasonable times.

(i) To maintain insurance with such carriers and in such amounts as may be reasonably satisfactory to Investors, insuring the Collateral against loss by theft, fire and other casualties. The policies shall, at the Collateral Agent's request, name the Collateral Agent as loss payee under a "standard" loss payee clause and be non-cancellable except upon at least fifteen (15) days written notice to the Collateral Agent. Certificates of such insurance payable to the respective parties as their interest may appear, shall be deposited with the Collateral Agent. The Company shall give

immediate written notice to the Collateral Agent and to insurers of loss or damage to the Collateral and shall promptly file proofs of loss with insurers. the Collateral Agent is authorized, but under no duty, at the Company's expense, to obtain such insurance or file proofs of loss upon failure of the Company to do so.

(j) To keep detailed records of all sales of the Collateral and, upon request of the Collateral Agent, to furnish copies of such records or permit inspection of relevant records at the Company's premises, at the Collateral Agent's discretion.

(k) To comply with all terms of any lease pertaining to the premises where the Collateral may be located, and with all laws, ordinances and governmental rules, orders and regulations pertaining to the Company's business and the premises where the Collateral is kept.

(l) To immediately notify the Collateral Agent of any event causing a loss or diminution in value of all or any material part of the Collateral, and the amount (or the Company's best estimate of the amount) of such loss or diminution.

3. Representations and Warranties. The Company represents and warrants to the Collateral Agent and the Investors that (a) the Company is a corporation duly organized and validly existing and in good standing of the laws of Delaware, and possesses full power and authority to conduct business as presently conducted and to perform its obligations under this Agreement; (b) its legal name is correctly stated in the first paragraph of this Agreement, and that this is not a tradename; (c) its chief executive office is located at 9805 Research Drive, Irvine, CA 92618; (d) the location referenced in Section 2(a) is the Company's principal place of business; (e) it does not operate through any sister or subsidiary corporation or any other entity; and (f) it has good and marketable title to all of the Collateral, free and clear of any liens, security interests or encumbrances; (g) that none of the Collateral is subject to any consignment agreement or is in possession of any bailee, warehouseman, agent or processor. The Company acknowledges that the representations and warranties set forth in this paragraph are material to Investors' agreement to extend credit to the Company and that each Investor has relied on this representations and warranties. The Company agrees to notify the Collateral Agent promptly in writing of any change in the information referenced in this paragraph.

4. Power of Attorney. The Company hereby grants to the Collateral Agent a Power of Attorney, which shall be deemed coupled with an interest and shall be irrevocable, (a) to demand, sue for, and give an effectual discharge of any sum payable to the Company for Collateral assigned to the Collateral Agent; (b) to endorse in the Collateral Agent's favor any negotiable instrument drawn in the Company's favor in payment of the Collateral assigned to the Collateral Agent; (c) to execute on behalf of the Company any notes, chattel paper, UCC financing statements, amendments thereto and continuations thereof (or similar statements of notice, registration, amendment or continuation under the laws of any jurisdiction), or other writing in connection with this Agreement or the Collateral as the Collateral Agent may require for the purpose of protecting, maintaining or enforcing the Collateral or the security interest granted to the Collateral Agent in the Collateral; (d) to adjust, make, pursue, settle and collect any insurance claim in connection with this Agreement; and (e) to discharge taxes and encumbrances at any time levied or placed on the Collateral, or otherwise protect the Collateral, and to make repairs thereof. The Company agrees to reimburse the Collateral Agent on demand for any and all expenditures made in connection with any of the foregoing powers exercised by the Collateral Agent hereunder.

5. Events of Default. Without limitation of the rights or remedies of the parties otherwise at law, any of the following shall constitute an “Event of Default” by the Company under this Agreement:

(a) Any Event of Default under the Note or any default other agreement or instrument executed in connection with the Loan that continues beyond the applicable cure period, if any; or

(b) False or misleading representations or warranties made or given by the Company in connection with this Agreement.

5. Remedies Upon Default. Upon the occurrence of an Event of Default under this Agreement or under any instrument, agreement or other document executed in connection with the Loan, which continues beyond any applicable cure period, the Collateral Agent may exercise on behalf of the Investors, upon receipt of written instructions from the Majority Holders, any one or more of the following remedies: (a) declare the Obligations secured by this Agreement to be due and payable in full without notice or demand; (b) demand that the Company assemble the Collateral and make it available to the Collateral Agent at the place and at the time designated in the demand; (c) to the extent permitted by law, enter, without process of law, all locations where the Collateral is kept, take possession of the Collateral; (d) operate the business (directly or indirectly) using the Collateral; (e) conduct a public or private sale of the Collateral at its discretion and in accordance with the UCC; (f) contact account debtors and direct that future payments be made directly to the Collateral Agent; and (g) exercise any other right, remedy or privilege provided under the UCC or otherwise at law.

In addition to all rights and remedies provided in this Agreement or by law, if an Event of Default occurs, upon receipt of written instructions from the Majority Holders, the Collateral Agent may dispose of any of the Collateral at public auction or private sale in its then present condition or following such preparation and processing as Collateral Agent deems commercially reasonable. Collateral Agent has no duty to the Company to prepare or process the Collateral prior to sale. Agent may disclaim warranties of title, possession, quiet enjoyment and the like. Such actions by the Collateral Agent shall not affect the commercial reasonableness of the sale. Further, the Collateral Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

The Company hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Collateral Agent’s rights hereunder, including without limitation its right following an Event of Default to take immediate possession of the Collateral and exercise its rights with respect thereto. All payments received by the Company under or in connection with any of the Collateral after the occurrence of an Event of Default shall be held by the Company in trust for the benefit of the Investors, shall be segregated from other funds of the Company and shall forthwith upon receipt by the Company be turned over to the Collateral Agent, in the same form as received by the Company (duly endorsed by the Company to the Collateral Agent, if required). The Collateral Agent shall hold all payments received from the Company and other proceeds of the Collateral under or in connection with any of the Collateral in trust for the benefit of the Investors. Such funds shall be segregated from other funds of the Collateral Agent

and, after payment of costs of collection, shall be distributed to the Investors on a pro rata basis in accordance with the respective outstanding balance of all then outstanding Notes.

The Collateral Agent's reasonable attorneys' fees and the legal and other expenses for pursuing, settling or enforcing its rights hereunder, or in connection with collection of the Obligations or otherwise at law shall be paid forthwith upon demand by the Company and be part of the Obligations and likewise be due and payable. The Company shall remain liable for any deficiency resulting from a sale of the Collateral and shall pay any such deficiency forthwith on demand. The Collateral Agent may perform any defaulted obligations for the Company's account and any expense incurred in so doing shall be chargeable with interest to the Company and added to the Obligations.

6. Duty in Respect to Collateral and Indemnification.

It is expressly agreed by the Company that, notwithstanding anything to the contrary contained in this Agreement, the Company shall remain liable with respect to all Accounts, Negotiable Collateral, General Intangibles and other Collateral to observe and perform all the conditions and obligations to be observed and performed by it, the Collateral Agent shall not have any obligation or liability under any Accounts, Negotiable Collateral, General Intangibles and other Collateral by reason of, or arising out of, this Agreement or the assignment by the Company to the Collateral Agent of, or the receipt by the Collateral Agent of, any payment relating to any Accounts, Negotiable Collateral, General Intangibles and other Collateral pursuant hereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Company under or pursuant thereto to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any person thereunder or by any account debtor, to present or file any claim or to take any action to collect or enforce any performance or the payment of any amounts that may have been assigned to the Company or to which the Company may be entitled at any time or times.

Beyond the safe custody thereof, the Collateral Agent shall have no duty as to any Collateral in its possession or in its nominee's possession or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. In any suit, proceeding or action brought by the Collateral Agent under any Accounts, Negotiable Collateral, General Intangibles and other Collateral for any sum owing thereunder or to enforce any provision thereof, the Company will defend, indemnify and hold harmless the Collateral Agent from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder arising out of a breach by the Company of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Company, and all such obligations of the Company shall be and remain enforceable against the Company and shall not be enforceable against the Collateral Agent.

Each of the Investors agrees to indemnify the Collateral Agent and hold Collateral Agent harmless from, all liabilities, costs and expenses including but not limited to legal fees and expenses with respect to or resulting from (a) any act or omission by the Collateral Agent in the course of the performance of the Collateral Agent's duties under this Agreement, except to the extent such acts or omissions constitute gross negligence or willful misconduct; (b) the reasonable care, custody or protection of the collateral, (c) any reasonable delay by the Collateral Agent in

complying with any requirement of law applicable to any of the Collateral, or (d) any fees reasonably incurred by the Collateral Agent in connection with the perfection and maintenance of the security interests granted herein, the collection of amounts due under the Notes, and enforcement of remedies under this Agreement.

7. Collateral Agent; Additional Investors. The undersigned Investors for themselves and all future purchaser of Notes under the Note Purchase Agreement hereby appoint the Collateral Agent for the purpose of taking, maintaining and enforcing the rights, interests and remedies arising under this Agreement. Each Investor shall pay on demand by the Collateral Agent its respective portion of any expenses required to be paid by such Investor to the Collateral Agent pursuant to this Agreement. The undersigned Investors hereby agree that stockholders of the Company who purchase Notes pursuant to the Participation Offer provisions of the Note Purchase Agreement shall become "Investors" under this Agreement upon their execution of a counterpart signature page to this Agreement, and, thereafter, such additional Investors shall be entitled to receive their pro rata portion of the proceeds of any Collateral that is distributed by the Collateral Agent to Investors in accordance with this Agreement.

8. Miscellaneous. The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns. Waiver of or acquiescence in any default by the Company, or failure of the Collateral Agent to insist upon strict performance by the Company of any provision of this Agreement, shall not constitute a waiver of any subsequent or other default or failure. Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing. This Agreement may only be modified in a writing signed by the Company, the Collateral Agent and the Majority Holders. The laws of the State of California, including the UCC, shall govern the rights, duties and remedies of the parties. In the event of any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first above written.

In the Presence of:

ORYXE Energy International, Inc.

Alison Haslip  
Witness Alison Haslip

By: James M. Cleary  
Name: JAMES M. CLEARY  
Title: CHAIRMAN & CEO

**COLLATERAL AGENT:**

RIDGEWOOD ORYXE, LLC  
By: Ridgewood Venture Management Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INVESTORS:**

SAIL VENTURE PARTNERS, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DSM VENTURING B.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RIDGEWOOD ORYXE, LLC  
By: Ridgewood Venture Management Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Security Agreement*

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first above written.

In the Presence of:

ORYXE Energy International, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL AGENT:**

RIDGEWOOD ORYXE, LLC  
By: Ridgewood Venture Management Corp.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INVESTORS:**

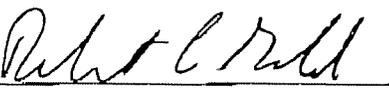
SAIL VENTURE PARTNERS, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DSM VENTURING B.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RIDGEWOOD ORYXE, LLC  
By: Ridgewood Venture Management Corp.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Security Agreement*

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first above written.

In the Presence of:

ORYXE Energy International, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL AGENT:**

RIDGEWOOD ORYXE, LLC  
By: Ridgewood Venture Management Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INVESTORS:**

SAIL VENTURE PARTNERS, L.P.

By: David B Jones  
Name: David B Jones  
Title: Managing Partner

DSM VENTURING B.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RIDGEWOOD ORYXE, LLC  
By: Ridgewood Venture Management Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Security Agreement*

IN WITNESS WHEREOF, the parties have executed this Security Agreement on the date first above written.

In the Presence of:

ORYXE Energy International, Inc.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

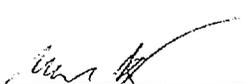
**COLLATERAL AGENT:**

[Name of Collateral Agent]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INVESTORS:**

SAIL VENTURE PARTNERS, L.P.

By:    
Name: MARC SCHÖLER DENNIS AMBROSE  
Title: DIRECTOR DIRECTOR

DSM VENTURING B.V.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

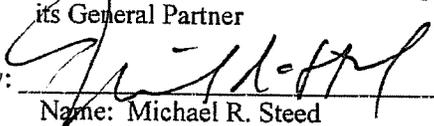
RIDGEWOOD ORYXE, LLC

By: Ridgewood Venture Management Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**PALADIN HOMELAND SECURITY FUND,  
L.P.**

By: Paladin Homeland Security Holdings, LLC  
its General Partner

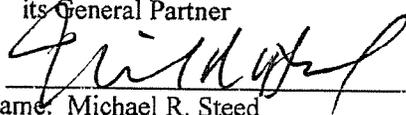
By: 

Name: Michael R. Steed

Title: An Authorized Signatory

**PALADIN HOMELAND SECURITY FUND  
(CA), L.P.**

By: Paladin Homeland Security Holdings, LLC  
its General Partner

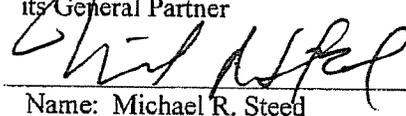
By: 

Name: Michael R. Steed

Title: An Authorized Signatory

**PALADIN HOMELAND SECURITY FUND  
(NY CITY), L.P.**

By: Paladin Homeland Security Holdings, LLC  
its General Partner

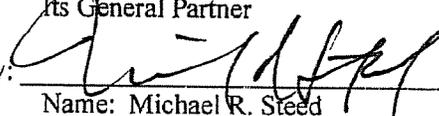
By: 

Name: Michael R. Steed

Title: An Authorized Signatory

**PALADIN HOMELAND SECURITY FUND  
(CAYMAN ISLANDS), L.P.**

By: Paladin Homeland Security Holdings  
(Cayman Islands), Ltd.  
Its General Partner

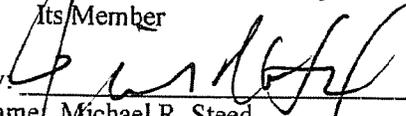
By: 

Name: Michael R. Steed

Title: An Authorized Signatory

**PALADIN HOMELAND SECURITY CO-  
INVESTMENT, LLC**

By: Paladin Homeland Security Holdings, LLC  
Its Member

By: 

Name: Michael R. Steed

Title: An Authorized Signatory

*Signature Page to Security Agreement*

**SCHEDULE I**  
**SCHEDULE OF INVESTORS**

Investor
SAIL 600 Anton Blvd. Suite 1010 Costa Mesa, CA 92626
DSM Venturing Het Overloon 1, Heerlen P.O. Box 6500 6401 JH Heerlen The Netherlands
Ridgewood Oryxe LLC 947 Linwood Ave. Ridgewood, NJ 07450
Paladin Funds 2001 Pennsylvania Avenue Suite 400 Washington, D.C. 20006
Energenics 7 Temasek Blvd. #04-01A Suntec Tower One Singapore 038987

**SCHEDULE II**

**PATENTS, PATENT APPLICATIONS  
AND PATENT LICENSES**

**I. PATENTS**

<b>Owner</b>	<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Oryxe Energy International, Inc.	US	Mixture for Transdermal Delivery of Low and High Molecular Weight Compounds	7,220,427	05/22/2007
Oryxe Energy International, Inc.	US	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Diesel Fuel Additives for Reduced Emissions	7,220,289	05/22/2007
Oryxe Energy International, Inc.	US	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Gasoline Additives for Reduced Emissions	7,160,339	01/09/2007
Oryxe Energy International, Inc.	US	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Jet Fuels for Reduced Emissions	7,160,338	01/09/2007
Oryxe Energy International, Inc.	US	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Two-Cycle Oil Additives for Reduced Emissions	7,144,435	12/05/2006
Oryxe Energy International, Inc.	US	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Coal-Based Fuels for Reduced Emissions	7,144,434	12/05/2006
Oryxe Energy International, Inc.	US	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Fossil Fuels for Reduced Emissions	7,144,433	12/05/2006
Oryxe Energy International, Inc.	US	Method and Composition for Using Organic, Plant-Derived, Oil-Extracted Materials in Resid Fuel Additives for Reduced Emissions	7,141,083	11/28/2006
Oryxe Energy International, Inc.	US	Organic Cetane Improver	7,029,506	04/18/2006
Oryxe Energy International, Inc.	US	Transdermal Delivery System	6,946,144	09/20/2005

<b>Owner</b>	<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Oryxe Energy International, Inc.	US	Organic Cetane Improver	6,638,324	10/28/2003
Oryxe Energy International, Inc.	US	Alfalfa Extract Fuel Additive for Reducing Pollutant Emissions	6,193,766	02/27/2001
Oryxe Energy International, Inc.	US	Chlorophyll Based Fuel Additive for Reducing Pollutant Emissions	5,826,369	10/27/1998

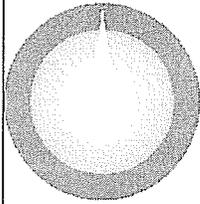
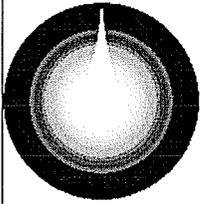
## II. PATENT APPLICATIONS

<b>Applicant/ Owner</b>	<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>
Oryxe Energy International, Inc.	US	Residual Fuel Additive	60/753,318	06/20/2008
Oryxe Energy International, Inc.	US	Method and Composition for Reducing Nitrogen Emissions from Biodiesel	60/979,746	10/12/2007
Oryxe Energy International, Inc.	US	Biodiesel Fuel Additive	11/341,294	01/27/2006
Oryxe Energy International, Inc.	US	Novel Hydrocarbon Fuel Additives and Fuel Formulations Exhibiting Improved Combustion Properties	11/317,111	12/23/2005
Oryxe Energy International, Inc.	US	Mixture for Transdermal Delivery of Low and High Molecular Weight Compounds	11/597,700	05/25/2005
Oryxe Energy International, Inc.	US	Method and Composition for Using Stabilized Beta-Carotene as Cetane Improver in Hydrocarbonaceous Diesel Fuels	10/517,901	12/10/2004
Oryxe Energy International, Inc.	US	Novel Hydrocarbon Fuel Additives and Fuel Formulations Exhibiting Improved Combustion Properties	10/877,704	06/25/2004

**SCHEDULE III**

**TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES**

**I. TRADEMARK REGISTRATIONS**

<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Issue Date</b>
Oryxe Energy International, Inc.	US	ORYXE	3,393,209	03/04/2008
Oryxe Energy International, Inc.	US	Design (color) 	3,331,482	11/06/2007
Oryxe Energy International, Inc.	US	Design (black and white) 	3,283,714	08/21/2007
Oryxe Energy International, Inc.	US	ORYXE (stylized) 	3,277,342	08/07/2007
Oryxe Energy International, Inc.	US	THE NEW NATURE OF FUEL	3,269,906	07/24/2007

**II. TRADEMARK APPLICATIONS**

None

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