

03-10-2009

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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**



103551665

U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BLUESTAR ENERGY SERVICES, INC.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) MARCH 4, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: RBS CITIZENS N.A.

Internal Address: _____

Street Address: 71 SOUTH WACKER DRIVE, 29TH FLOOR

City: CHICAGO

State: ILLINOIS

Country: US Zip: 60606

Association Citizenship UNITED STATES

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)

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

A. Trademark Application No.(s)
77481115, 77670353, 77670319, 77670309, 77670285, 77670274, 77670256, 77650376, 77655448, 77650397, 77650390, 77650383, 77650355, 77491803, 77491567, 77475669

B. Trademark Registration No.(s)
3563039, 3563037, 3562203, 3558648, 3552782, 3453449, 3453448, 3453447, 3453446

Additional sheet(s) attached? Yes No

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

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

Name: CHRISTOPHER J. LAMBERT

Internal Address: _____

Street Address: 180 NORTH LASALLE STREET, SUITE 3700

City: CHICAGO

State: ILLINOIS Zip: 60601

Phone Number: 312-281-1116

Fax Number: 312-264-2574

Email Address: clambert@hmblaw.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

03/09/2009 MJAMA1 00000070 77481115
Deposit Account Number _____ 40.00 OP
02 FC:8522 _____ 600.00 OP
Authorized User Name _____

9. Signature:

Signature

3/4/2009

Date

CHRISTOPHER J. LAMBERT
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

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

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated March 4, 2009, is made by BlueStar Energy Services, Inc., an Illinois corporation ("Grantor"), in favor of RBS Citizens N.A. ("Secured Party").

RECITALS

A. Grantor and Secured Party have entered into that certain Loan Agreement, dated the date hereof (as amended from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to extend credit to Grantor in the original principal amount of \$30,000,000.00;

B. Grantor and Secured Party have entered into that certain Security Agreement, dated the date hereof (as amended from time to time, the "Security Agreement"), pursuant to which Grantor is required to execute and deliver this Agreement to Secured Party. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement; and

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the obligations of Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Security Agreement, and the other Loan Documents, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

provided, in no event shall the security interest granted hereunder attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or

interests thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or default under, any such lease, license, contract, property rights or agreement or pursuant to rule of law, statute or regulation that prohibits, restricts or requires the consent of a governmental body to the grant of such security interest therein, other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision) and, provided, upon the request of Secured Party, Company will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured Party's enforcement of such security interest) in Secured Party's rights under such lease or license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

BLUESTAR ENERGY SERVICES, INC.

By: [Signature]
Name: Greg Mazon
Title: CEO

[Redacted] District of Columbia)
) ss
[Redacted])

On this 3rd day of March, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

[Signature: Phyllis T. Ferguson]
Notary Public

PHYLLIS T. FERGUSON
Notary Public, District Of Columbia
My Commission Expires February 29, 2012

Acknowledged as of the date first set forth above.

RBS CITIZENS N.A.

By: _____
Name: _____
Title: _____

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Serial Number	Registration Number	Word Mark
77481115		BE GREEN. SAVE GREEN.
77670353		GLOBAL WARMING SUCKS
77670319		SAFER THAN HUGGING TREES
77670309		WHAT'S YOUR CO2 FOOTPRINT?
77670285		KARBON KILLER
77670274		(I ♥ Footprint Design)
77670256		DRIVE FLY OFFSET
77650376		ZERO CLASS
77655448		SAFER THAN HUGGING TREES
77650397		GREEN = LIFE
77650390		GREEN EQUALS LIFE
77650383		GREEN IS LIFE
77650355		AVIGENT
77158772	3563039	BLUESTAR ENERGY SERVICES
77155999	3563037	BLUESTAR ENERGY SERVICES
77311798	3562203	ZERO OFFSET YOUR CARBON FOOTPRINT
77491803		(Footprint Design)
77491567		ZEROHERO
77313077	3558648	ZERO
77319194	3552782	MYTRIGGER
77475669		YOUR POWER. YOUR CHOICE.
77319204	3453449	MYBLEND
77319187	3453448	MYINDEX
77319181	3453447	MYPRICE
77319168	3453446	MYPOWER

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RECITALS

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C. Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the obligations of Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Security Agreement, and the other Loan Documents, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

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interests thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or default under, any such lease, license, contract, property rights or agreement or pursuant to rule of law, statute or regulation that prohibits, restricts or requires the consent of a governmental body to the grant of such security interest therein, other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision) and, provided, upon the request of Secured Party, Company will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured Party's enforcement of such security interest) in Secured Party's rights under such lease or license.

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Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

BLUESTAR ENERGY SERVICES, INC.

By: [Signature]
Name: Ray Mazon
Title: CEO

[Redacted] District of Columbia)
) ss
[Redacted])

On this 3rd day of March, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

[Signature]
Notary Public

PHYLLIS T. FERGUSON
Notary Public, District Of Columbia
My Commission Expires February 29, 2012

Acknowledged as of the date first set forth above.

RBS CITIZENS N.A.

By: _____
Name: _____
Title: _____

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