

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
Summit Energy Services, Inc.		06/18/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Allied Capital Corporation		
Street Address:	1919 Pennsylvania Avenue, NW		
Internal Address:	Third Floor		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2374427	SUMMIT ENERGY SERVICES, INC.	
Registration Number:	2467742	SUMMIT SECUREONLINE	
Registration Number:	2963226	SUMMIT ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	ALLIED/SUMMIT SEC. AGMT.		
NAME OF SUBMITTER:	Ryan C. Compton		

OP \$90.00 2374427

Signature:	/Ryan C. Compton/
Date:	08/18/2009
Total Attachments: 5 source=allied#page1.tif source=allied#page2.tif source=allied#page3.tif source=allied#page4.tif source=allied#page5.tif	

**ACKNOWLEDGMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgment of Intellectual Property Collateral Lien (this "**Acknowledgment**") dated as of June 18, 2009 is by and between Summit Energy Services, Inc. ("**Grantor**"), a Delaware corporation, and Allied Capital Corporation, a Maryland corporation, in its capacity as agent for the Lenders (in such capacity, the "**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and between the Grantor, SWP Holdings, Inc., Summit Belgium I, Inc., Summit Belgium II, Inc., Peco Energy Group, Inc., MCE Professional Services, Inc., KRI Acquisition, Inc., the Lenders signatory thereto, and the Agent (as amended from time to time the "**Credit Agreement**"), the Lenders have agreed to provide loans to the Grantor;

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof by and among the Grantor, SWP Holdings, Inc., Summit Belgium I, Inc., Summit Belgium II, Inc., Peco Energy Group, Inc., MCE Professional Services, Inc., KRI Acquisition, Inc., and the Agent (the "**Security Agreement**"), the Credit Parties granted to the Agent, for itself and the benefit of the Lenders, a security interest in the Collateral, as defined in the Security Agreement, to secure the Secured Obligations, as defined in the Security Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver this Acknowledgment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Agent and the Lenders to enter into the Loan Documents and to make the loans thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgment shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgment to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor reaffirms its grant to the Agent for the benefit of the Lenders, of a security interest in the Collateral and in addition to other grants in the Loan Documents grants to the Agent, for the benefit of the Lenders, a lien on and security

interest in all of its right, title and interest in, the following (herein referred to as "**Intellectual Property Collateral**") collectively, all of such Grantor's now owned and hereafter acquired, created or arising (i) patents (including all rights corresponding thereto throughout the world, and all improvements thereon), copyrights (including all renewals, extensions and continuations thereof), trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith) including the trademarks on **Schedule I** and mask works, patents and all applications and registrations related thereto, (ii) financial, business, scientific, technical, economic or engineering information, whether tangible or intangible and however stored, compiled or memorialized, and (iii) all agreements, rights, options, reports or licenses related thereto (including rights to sue for past, present and future infringements or violations of any of the foregoing).

Section 3. Acknowledgment. The security interests reaffirmed herein are granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Lenders with respect to the security interest in the Intellectual Property 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. To the extent that there is any conflict or inconsistency between this Acknowledgment and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

Section 4. Governing Law. This Acknowledgment shall be governed by and construed in accordance with the internal laws and decisions of the State of New York, without regard to the conflict of law principles thereof.

Section 5. Counterparts and Delivery. This Acknowledgment may be executed by manual or facsimile signature in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Signatures delivered by electronic methods have the same validity as signatures delivered in person.

Section 6. Successor and Assigns. This Acknowledgment shall be binding upon the Grantor and its successors and assigns and shall benefit the Agent and the Agent's successors and assigns, provided, that Grantor may not assign or transfer its rights or obligations under this Acknowledgment or any interest herein or delegate its duties hereunder without the prior written consent of the Agent.

Section 7. Amendment. This Acknowledgment may only be amended by a writing executed by the Grantor and the Agent.

{Signatures appear on the following page.}

IN WITNESS WHEREOF, each party has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUMMIT ENERGY SERVICES, INC.

By: 

Name: Steve Wilbho

Title: President

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN]

ALLIED CAPITAL CORPORATION, as the Agent

By: 
Name: Frank Izzo
Title: Managing Director

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN]

SCHEDULE I
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY LIEN

TRADEMARK REGISTRATIONS

1. Grantor (United States Patent and Trademark Office ("USPTO") Service Mark Reg. No. 2,963,226 for SUMMIT ENERGY) Registered June 21, 2005;
2. Grantor (USPTO Service Mark Reg. No. 2,467,742 for SUMMIT SECUREONLINE) Registered July 10, 2001;
3. Grantor (USPTO Service Mark Reg. No. 2,374,427 for SUMMIT ENERGY SERVICES, INC.) Registered August 8, 2000;
4. Grantor (Canadian Trademark Application No. 1,346,239 for SUMMIT ENERGY) filed on May 4, 2007;
5. Grantor (International Registration No. 935790 (with protection granted for the European Union) for SUMMIT ENERGY) Registered October 25, 2007.

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