

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
Volunteer Energy Services, Inc.		07/23/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3241318	VE VOLUNTEER ENERGY SERVICES, INC. BETTER ENERGY SERVICE. LOWER ENERGY COST.	
Serial Number:	77722908	VE VOLUNTEERENERGY BETTER SERVICE AT THE BEST VALUE	
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Carol A. Costanza		
Address Line 1:	Calfee, Halter & Griswold LLP		
Address Line 2:	800 Superior Avenue, Suite 1400		
Address Line 4:	Cleveland, OHIO 44114-2688		
ATTORNEY DOCKET NUMBER:	34395/04000		
NAME OF SUBMITTER:	Carol A. Costanza		

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900167873

**TRADEMARK
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Signature:	/cac/
Date:	07/27/2010
Total Attachments: 5 source=00869997#page1.tif source=00869997#page2.tif source=00869997#page3.tif source=00869997#page4.tif source=00869997#page5.tif	

**AMENDMENT TO COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND LICENSES**

THIS AMENDMENT TO COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES dated as of July 23, 2010 (the "Amendment"), is entered into by and between VOLUNTEER ENERGY SERVICES, INC., an Ohio corporation (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent (successor to National City Business Credit, Inc., an Ohio corporation ("NCBC") (in such capacity, the "Assignee") for Lenders. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement (as hereinafter defined).

R E C I T A L S:

A. The Assignor and Assignee, as successor in interest to NCBC, are parties to that certain Collateral Assignment of Security Interest in Trademarks and Licenses, dated as of January 31, 2005 (the "Collateral Assignment") and entered into in connection with that certain Revolving Credit and Security Agreement, dated as of January 31, 2005, by and among, the Assignor, the financial institutions which are a party thereto (the "Original Lenders"), NCBC, as administrative agent for the Original Lenders, as amended from time to time (as heretofore amended, modified and supplemented (the "Existing Credit Agreement").

B. The Assignor has requested the amendment and restatement of the Existing Credit Agreement and, in connection therewith, the revision of the collateral that secures such amended and restated credit facility pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated as of the date hereof by and among, the Lenders from time to time party thereto (the "Lenders") and the Agent (as the same may be further amended, restated, modified or supplemented from time to time (the "Credit Agreement").

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Definitions.

Defined terms used herein unless otherwise defined herein shall have the meanings ascribed to them in the Collateral Assignment.

2. Amendment of Collateral Assignment Schedule A. The following additional Trademarks set forth on Supplemental Exhibit A attached hereto and made a part hereof are hereby incorporated into the Collateral Assignment. From and after the date hereof, Exhibit A to the Collateral Assignment shall include (i) those Trademarks set forth on the original Exhibit A, and (ii) those Trademarks set forth on Supplemental Exhibit A attached hereto. The Assignor hereby confirms that with the addition of the Trademarks set forth on Supplemental Exhibit A, Exhibit

A to the Collateral Assignment is a correct and complete listing of all United States Trademarks of the Assignor as of the date of this Amendment.

3. Representations and Warranties. The Assignor hereby represents and warrants to the Assignee as follows:

A. The representations and warranties of the Assignor contained in the Collateral Assignment are true and correct in all material respects on and as of the date hereof with the same force and effect as though made by the Assignor on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date; and

B. The Assignor is in compliance in all material respects with all terms, conditions, provisions, and covenants contained in the Collateral Assignment, and the execution, delivery, and performance of this Amendment have been duly authorized by all necessary corporate action, require no governmental approval, and will neither contravene, conflict with, nor result in the breach of any law, charter, articles, or certificate of incorporation, bylaws, or agreement governing or binding upon the Assignor or any of its property.

4. Conditions of Effectiveness of this Amendment. The effectiveness of this Amendment is expressly conditioned upon satisfaction of each of the following conditions precedent:

A. All legal details and proceedings in connection with the transactions contemplated by this Amendment shall be in form and substance satisfactory to the Assignee, and the Assignee shall have received from the Assignor all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to the Assignee.

B. No Default or Event of Default has occurred and is continuing, and Assignor by executing this Amendment confirms the same and also confirm the accuracy of the representations and warranties in Section 3 above.

5. Force and Effect. Assignor reconfirms, restates, and ratifies the Collateral Assignment and all other documents executed in connection therewith except to the extent any such documents are expressly modified by this Amendment and Assignor confirms that all such documents have remained in full force and effect since the date of their execution.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the internal Laws of the State of Ohio without regard to its conflict of laws principles.

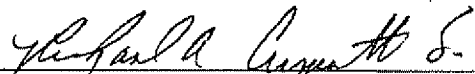
7. Counterparts. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have executed this Amendment as of the date first above written.

ASSIGNOR:

VOLUNTEER ENERGY SERVICES, INC.

By: 

Name: Richard A. Curmutte, Sr.

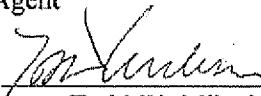
Title: President

[SIGNATURE PAGE 1 OF 2 TO AMENDMENT TO COLLATERAL ASSIGNMENT
OF SECURITY INTEREST IN TRADEMARKS AND LICENSES]

TRADEMARK
REEL: 004248 FRAME: 0640

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Todd W. Milenius

Title: Vice President

[SIGNATURE PAGE 1 OF 2 TO AMENDMENT TO COLLATERAL ASSIGNMENT
OF SECURITY INTEREST IN TRADEMARKS AND LICENSES]

SUPPLEMENTAL EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Mark	Reg. No.	Filing Date	Reg. Date	Owner
VE VOLUNTEER ENERGY SERVICES, INC. BETTER ENERGY SERVICE. LOWER ENERGY COST. (Stylized)	3241318	2005-03-24	2007-05-15	Volunteer Energy Services, Inc.

TRADEMARK APPLICATIONS

Mark	App. No.	Filing Date	Reg. Date	Owner
VE VOLUNTEERENERGY BETTER SERVICE AT THE BEST VALUE & DESIGN	77/722,908	2009-04-27	Not Available	Volunteer Energy Services, Inc.