

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intrinergy, LLC		03/25/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intrinergy Operating, L.P.		
<b>Street Address:</b>	1309 East Cary Street		
<b>City:</b>	Richmond		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23219		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3045128	INTRINERGY	
<b>Serial Number:</b>	77934583	INTRINERGY	
<b>Serial Number:</b>	77949693	ENVIVA MATERIALS	
<b>Serial Number:</b>	77949619	ENVIVA PELLETS	
<b>Serial Number:</b>	77949816	ENVIVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)644-0957		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-771-9500		
<b>Email:</b>	trademarks@hf-law.com		
<b>Correspondent Name:</b>	Robert P. Henley		
<b>Address Line 1:</b>	PO Box 500		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23218-0500		
<b>ATTORNEY DOCKET NUMBER:</b>	035138.00001		

NAME OF SUBMITTER:	Robert P. Henley
Signature:	/Robert P. Henley/
Date:	09/23/2010
<b>Total Attachments: 8</b> source=IP Assignment (Intrinergy)#page1.tif source=IP Assignment (Intrinergy)#page2.tif source=IP Assignment (Intrinergy)#page3.tif source=IP Assignment (Intrinergy)#page4.tif source=IP Assignment (Intrinergy)#page5.tif source=IP Assignment (Intrinergy)#page6.tif source=IP Assignment (Intrinergy)#page7.tif source=IP Assignment (Intrinergy)#page8.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "*Assignment*"), dated as of March 25, 2010, is entered into by and among, Intrinergy, LLC, a Delaware limited liability company, having its principal place of business at 1309 East Cary Street, Suite 200, Richmond, Virginia 23219 (the "*Assignor*"), and Intrinergy Operating, L.P., a Delaware limited partnership, having its principal place of business at 1309 East Cary Street, Suite 200, Richmond, Virginia 23219 (the "*Assignee*");

WHEREAS, the Assignor and Intrinergy Holdings, L.P. have entered into that certain Contribution Agreement dated as of March 25, 2010 (the "*Contribution Agreement*"); and

WHEREAS, pursuant to the Contribution Agreement, the Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Company Marks (as defined in the Contribution Agreement), including the trademark(s) and/or service mark(s) applications and registrations set forth on the attached Schedule 1 (collectively, the "*Trademarks*"), the Internet domain names set forth on the attached Schedule 2 (collectively, the "*Domain Names*"), and all other Intellectual Property Rights used, held for use, or otherwise necessary for the ownership, operation or maintenance of the Business and not licensed from a third party (all of the foregoing, collectively, the "*Business Intellectual Property*"), and the Assignee has agreed to acquire all right, title and interest in the Business Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Defined terms used in this Assignment shall have the meanings ascribed to them in the Contribution Agreement unless otherwise expressly defined herein.

2. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to the Business Intellectual Property, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Business Intellectual Property, including the goodwill of the businesses connected to the use of any of the Business Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. Recordation. The Assignors authorize and request the U.S. Patent and Trademark Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other Governmental Authority to record the Assignee as owner of the Trademarks and Domain Names and of the entire title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

4. Cooperation. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the Business Intellectual Property) known to it with respect to the Business Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Business Intellectual Property and in enjoying the full benefits thereof. The Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause Assignor to perform any of its obligations set forth in this Assignment.

5. Authority. The Assignor represents and warrants that no Seller Party (other than the Assignor and the Companies) has any right, title, or interest in the Business Intellectual Property and that Assignor has the full right to convey the entire right, title, and interest in the Business Intellectual Property.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment is executed in connection with the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Business Intellectual Property.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

**INTRINERGY, LLC**

BY: INTRINERGY, INC., its managing member

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

Name: John Keppler

Title: Chief Executive Officer

**INTRINERGY OPERATING, L.P.**

BY: INTRINERGY OPERATING GP, L.L.C., its  
general partner

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

Name: Thomas Walker

Title: Authorized Person

*[Notarization Page Follows]*

SIGNATURE PAGE  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK  
REEL: 004288 FRAME: 0634

STATE OF Virginia )  
City ) §§  
COUNTY OF Richmond )

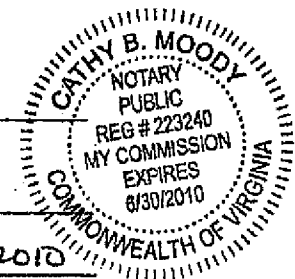
Before me, the undersigned, a notary public in and for said County and State, personally appeared John Keppler, an authorized representative of Intrinergy, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Intellectual Property Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 25<sup>th</sup> day of March, 2010.

Cathy B. Moody  
Notary Public

Printed: Cathy B. Moody

My Commission Expires: 6/30/2010



STATE OF \_\_\_\_\_ )  
 ) §§  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a notary public in and for said County and State, personally appeared Thomas Walker, an authorized representative of Intrinergy Operating GP, L.L.C., the general partner of Intrinergy Operating, L.P., a Delaware limited partnership, who acknowledged the execution of the foregoing Intellectual Property Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS \_\_\_ day of March, 2010.

\_\_\_\_\_  
Notary Public

Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTARIZATION PAGE  
TO  
INTELLECTUAL PROPERTY ASSIGNMENT

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

**INTRINERGY, LLC**

BY: INTRINERGY, INC., its managing member

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

Name: John Keppler

Title: Chief Executive Officer

**INTRINERGY OPERATING, L.P.**

BY: INTRINERGY OPERATING GP, L.L.C., its general partner

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

Name: Thomas Walker

Title: Authorized Person

*[Notarization Page Follows]*

STATE OF \_\_\_\_\_ )  
 ) §§  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a notary public in and for said County and State, personally appeared John Keppler, an authorized representative of Intrinergy, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Intellectual Property Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS \_\_\_ day of March, 2010.

\_\_\_\_\_  
Notary Public  
Printed: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF New York )  
 ) §§  
COUNTY OF New York )

Before me, the undersigned, a notary public in and for said County and State, personally appeared Thomas Walker, an authorized representative of Intrinergy Operating GP, L.L.C., the general partner of Intrinergy Operating, L.P., a Delaware limited partnership, who acknowledged the execution of the foregoing Intellectual Property Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 25<sup>th</sup> day of March, 2010.

Edward I. Szarmach  
Notary Public EDWARD I. SZARMACH  
Notary Public, State of New York  
Printed: No. 01SZ4859046  
Qualified in Rockland County  
Commission Expires May 19, 2010  
My Commission Expires: \_\_\_\_\_



**Schedule 1**

**Trademarks**

<b><u>Jurisdiction</u></b>	<b><u>Trademark</u></b>	<b><u>Registered/ [Filed]</u></b>	<b><u>Registration/[Serial No.]</u></b>
US	Intrinerger	January 17, 2006	3,045,128
US	INTRINERGY & Design	[February 12, 2010]	[77/934,583]
US	Enviva Materials	[March 3, 2010]	[77/949,693]
US	Enviva Pellets	[March 3, 2010]	[77/949,619]
US	Enviva	[March 3, 2010]	[77/949,816]

## Schedule 2

### Domain Names

www.intrenergy.com,  
www.envivamaterials.com,  
www.intrenergy.de,  
www.1heiz-pellets.com,  
www.envivamaterials.be  
www.envivamaterials.co.uk  
www.intrenergy.be  
www.intrenergy.co.uk  
123pellets.de  
1heiz.com  
1-heiz.com  
1heiz.de  
1-heiz.de  
1heiz-holzpellets.com  
1heiz-pellets.at  
1heiz-pellets.de  
baustelle-pelletswerk.de  
baustelle-pelletwerk.de  
bioenergiepark.de

bioenergiepark-regensburg.de  
bioenergiepark-straubing.de  
bioenergiepark-straubing-sand.de  
bioenergiepark-wenzenbach.de  
bioethanolwerk.de  
biomasse-verwertung.de  
compactec  
compactec.de  
einheiz.com  
einheiz.de  
envivapellets.at  
enviva-pellets.at  
envivapellets.be  
enviva-pellets.be  
envivapellets.com  
enviva-pellets.com  
envivapellets.de  
enviva-pellets.de  
pellet-info.de  
pelletnews.de

pelletportal.com  
pellet-portal.com  
pelletportal.de  
pellet-portal.de  
pelletshop.de  
pellet-shop.de  
pelletsportal.com  
pellets-portal.com  
pelletsportal.de  
pellets-portal.de  
pelletsvertrieb.de  
pelletswerk.de  
pelletvertrieb.de  
pelletwerk.de  
pelletwerk-baustelle.de  
rock-and-rave.de  
strom-aus-dem-wald.de  
thanhof-regensburg.de  
waerme-aus-dem-wald.de  
waldpellet.de