

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Dry Creek Products, LLC		01/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington National Bank		
<b>Street Address:</b>	The Times Building		
<b>Internal Address:</b>	336 Fourth Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2878795	LABOR SAVER	
<b>Registration Number:</b>	3070250	HANDY RANDY'S	
<b>Registration Number:</b>	1994825	DRY CREEK PRODUCTS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)394-2555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4123947711		
<b>Email:</b>	TRAI@THORPREED.COM		
<b>Correspondent Name:</b>	THORP REED & ARMSTRONG, LLP		
<b>Address Line 1:</b>	One Oxford Centre		
<b>Address Line 2:</b>	301 Grant Street, 14th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219-1425		
<b>ATTORNEY DOCKET NUMBER:</b>	012010.104035		

CH \$90.00 2878795

**900183992**

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 REEL: 004476 FRAME: 0174**

NAME OF SUBMITTER:	Paul D. Bangor, Jr.
Signature:	/Paul D. Bangor, Jr./
Date:	02/10/2011
Total Attachments: 4 source=110210_2#page1.tif source=110210_2#page2.tif source=110210_2#page3.tif source=110210_2#page4.tif	

## NOTICE OF SECURITY INTEREST IN U.S. TRADEMARKS

This Notice of Security Interest in U.S. Trademarks (this "Notice of Security Interest"), dated January 28, 2011, is made by Dry Creek Products, LLC, a Delaware limited liability company (the "Grantor") in favor of The Huntington National Bank (the "Bank").

WHEREAS, the Grantor has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith, by and among the Grantor, Choice Brokerage, LLC, a Pennsylvania limited liability company ("CBL"), Choice Carriers, LLC, a Pennsylvania limited liability company ("CCL"), Choice Forest Products, LLC, a Delaware limited liability company ("CFPL"), Greene Team Pellet Fuel Company, LLC, a Delaware limited liability company ("Greene Team"), PA Pellets, LLC, a Delaware limited liability company ("PAP") (the Grantor, CBL, CCL, CFPL, Greene Team and PAP are each, a "Borrower" and collectively, the "Borrowers"), BioMaxx, Inc. (f/k/a Biomass Acquisition, Inc.), a Delaware corporation (the "Guarantor") (the Borrowers and the Guarantor are each, a "Loan Party" and collectively, the "Loan Parties") and the Bank (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), the Loan Parties are obligated to the Bank and the Loan Parties have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Trademark Grant") in favor of the Bank; and

WHEREAS, pursuant to the Trademark Grant, the Grantor has mortgaged, pledged, granted and conveyed to the Bank, a first-priority security interest in and to and Lien on all of the Grantor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby confirm its grant to the Bank of a pledge of, security interest in, and Lien on, the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the pledge of, security interest in, and Lien on, the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Grant, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Bank's address is The Huntington National Bank, The Times Building, 336 Fourth Avenue, Pittsburgh, PA 15222.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has executed this Notice of Security Interest as of the day and year first above written, with the intention that it constitute a document under seal.

WITNESS:



\_\_\_\_\_

Dry Creek Products, LLC

By:  \_\_\_\_\_ (SEAL)

Name: Jason Hall

Title: Secretary

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ACKNOWLEDGMENT

STATE/Commonwealth of New York )  
 )  
County of Monroe ) SS:

On this, the 27<sup>th</sup> day of January, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jason Hall, who acknowledged himself/herself to be the Secretary of Dry Creek Products, LLC, a Delaware limited liability company (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Christine L. Acquilano*

Notary Public

My Commission Expires:

CHRISTINE L. ACQUILANO  
Notary Public, State of New York  
No. 01AC5066035  
Qualified in Wayne County  
Commission Expires Sept. 23, 20 14

**Schedule A**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Registration No. or Application No.</b>	<b>Date Issued</b>
Labor Saver and Design	Grantor	Federal (U.S.)	2,878,795	8/31/2004
Handy Randy's	Grantor	Federal (U.S.)	3,070,250	3/24/2006
Dry Creek Products, Inc. and Design	Grantor	Federal (U.S.)	1,994,825	8/20/1996

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