

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT																				
CONVEYING PARTY DATA																					
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Palladium Energy Group, Inc.		12/26/2012	CORPORATION: DELAWARE																		
RECEIVING PARTY DATA																					
Name:	Obsidian Agency Services, Inc., as collateral agent																				
Street Address:	c/o Tennenbaum Capital Partners, 2951 28th Street																				
Internal Address:	Suite 1000																				
City:	Santa Monica																				
State/Country:	CALIFORNIA																				
Postal Code:	90405																				
Entity Type:	CORPORATION: DELAWARE																				
PROPERTY NUMBERS Total: 4																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3697703</td> <td>MICROSUN</td> </tr> <tr> <td>Registration Number:</td> <td>3707551</td> <td>MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC</td> </tr> <tr> <td>Serial Number:</td> <td>85478909</td> <td>MICROSUN C2C</td> </tr> <tr> <td>Serial Number:</td> <td>85055613</td> <td>DISMOUNTED POWER</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3697703	MICROSUN	Registration Number:	3707551	MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC	Serial Number:	85478909	MICROSUN C2C	Serial Number:	85055613	DISMOUNTED POWER						
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CORRESPONDENCE DATA																					
Fax Number:	2125935955																				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Phone:	212-756-2132																				
Email:	scott.kareff@srz.com																				

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 077341-0008

NAME OF SUBMITTER: Scott Kareff (077341-0008)

Signature: /kc for sk/

Date: 12/26/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 26, 2012 (this "**Agreement**"), among PALLADIUM ENERGY, INC., a Delaware corporation ("**Palladium**"), MICROSUN TECHNOLOGIES, LLC, an Illinois limited liability company ("**Microsun**") and MICROSUN ELECTRONICS CORPORATION, an Illinois corporation ("**Electronics**"; and together with Palladium and Microsun, collectively, the "**Borrower**"), PALLADIUM ENERGY GROUP, INC., a Delaware corporation ("**Holdings**") the Subsidiaries of Holdings and each other entity from time to time party hereto (together with Holdings and the Borrower, each a "**Grantor**", and collectively, the "**Grantors**"), and OBSIDIAN AGENCY SERVICES, INC., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of December 26, 2012 (as amended, restated, supplemented, amended and restated, renewed, replaced, refinanced or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of December 26, 2012 (as amended, restated, supplemented, amended and restated, renewed, replaced, refinanced or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**") and Obsidian Agency Services, Inc., as administrative agent and Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in each case excluding Excluded Assets (collectively, the "**Trademark Collateral**"):

(a) All Trademarks of each Grantor, including the United States trademarks and trademark applications listed in Schedule I hereto;

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first above written.

Borrower:

PALLADIUM ENERGY, INC.

By: 

Name: John Gatti

Title: Chief Executive Officer

MICROSUN TECHNOLOGIES, LLC

By: 

Name: John Gatti

Title: Chief Executive Officer

MICROSUN ELECTRONICS
CORPORATION

By: 

Name: John Gatti

Title: Chief Executive Officer

Holdings:

PALLADIUM ENERGY GROUP, INC.

By: 

Name: John Gatti

Title: Chief Executive Officer

Subsidiary Guarantor:

MSTH HOLDINGS LLC

By: 

Name: John Galt

Title: Chief Executive Officer

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC.

By: _____

Name: HOWARD LEVOWITE
Title: PRESIDENT

Schedule I

I. Trademarks¹

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>	<u>Expiration Date</u>
MicroSun Technologies	MICROSUN	3697703	U.S.	10/20/2019
MicroSun Technologies	MICROSUN INNOVATIVE TOTAL ENERGY SOLUTIONS TECHNOLOGIES, LLC	3707551	U.S.	11/10/2019

II. Trademark Applications²

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Country</u>	<u>Date Filed</u>
MicroSun Technologies	MICROSUN C2C	85478909	U.S.	11/22/2011
MicroSun Technologies	DISMOUNTED POWER	85055613	U.S.	06/05/2010

¹ Title updates (to MicroSun Technologies LLC) will be effectuated within thirty (30) days of the Closing Date.

² Title updates (to MicroSun Technologies LLC) will be effectuated within thirty (30) days of the Closing Date.