

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
Energex Corporation		04/01/2013	CORPORATION: DELAWARE
Energex American, Inc.		04/01/2013	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Keltic Financial Partners II, LP
Street Address:	580 White Plains Road
Internal Address:	Suite 610
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1797465	STOVE CHOW
Registration Number:	3952946	PELLETS EXPRESS
Registration Number:	1814323	ENERGEX
Registration Number:	4088577	PELLETS EXPRESS
Registration Number:	4071685	SAVE YOUR ENERGY
Serial Number:	85702746	ENERGEX
Serial Number:	85887629	SAVE YOUR ENERGY
Serial Number:	85887621	PELLETS EXPRESS
Registration Number:	3026517	ENERGEX AMERICAN

CORRESPONDENCE DATA

Fax Number: 7168490349

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 716.856.4000
Email: rwatt@hodgsonruss.com
Correspondent Name: Rachel S. Watt
Address Line 1: Hodgson Russ LLP
Address Line 2: 140 Pearl Street, Suite 100
Address Line 4: Buffalo, NEW YORK 14202-4040

ATTORNEY DOCKET NUMBER:	037293.00045
NAME OF SUBMITTER:	Rachel S. Watt
Signature:	/rachel s. watt#46186/
Date:	04/04/2013

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2013 (this "Agreement"), is made among, **ENERGEX CORPORATION**, a Delaware corporation having an address at 95 Energex Drive, Mifflintown, Pennsylvania 17059 and **ENERGEX AMERICAN, INC.** (each a "Grantor"), in favor of **KELTIC FINANCIAL PARTNERS II, LP** ("Lender"), a Delaware limited partnership having an address at 580 White Plains Road, Suite 610, Tarrytown, NY 10591.

WITNESSETH:

WHEREAS, each Grantor has entered into a General Security Agreement, dated as of the date hereof, as debtor and Lender as secured party (as amended, supplemented, amended and restated or otherwise modified from time to time, each a "Security Agreement");

WHEREAS, this Trademark Security Agreement is entered into in furtherance of the security interest granted by each Grantor to Lender under each Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to Lender, and hereby grants to Lender, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral") to secure the Obligations:

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto identified with the name of such Grantor, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto identified with the name of such Grantor;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement to which such Grantor is a party. Each Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Representations and Warranties. Except as otherwise disclosed to Lender in writing, each Grantor represents and warrants, with respect to the Trademark Collateral:

(a) the Trademark Collateral is valid, subsisting, unexpired, and enforceable, and has not been abandoned or adjudged invalid or unenforceable, in whole or in part;

(b) Each Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral (identified as being in such Grantor's name) and no claim has been made that the use of the Trademark Collateral does or may, conflict with, infringe, misappropriate, dilute, misuse or otherwise violate any of the rights of any third party;

(c) the Trademark Collateral described in Schedule I (one for each Grantor) constitutes all of the registered Trademarks, pending Trademark applications and Trademark applications in preparation owned by each Grantor and all Trademark licenses that have been granted to or by each Grantor as of the date hereof;

(d) each Grantor has made all necessary filings and recordations to protect its interest in each item of Trademark Collateral, if such item of Trademark Collateral is material to its business, including recordations of all of its interests in the Trademark Collateral in the United States Patent and Trademark Office, and, to the extent necessary,

has used proper statutory notice in connection with its use of any material Trademark in any of the Trademark Collateral;

(e) to such Grantor's knowledge, no third party is infringing upon any Trademark Collateral in any material respect;

(f) such Grantor has not made any previous assignment, sale, transfer or agreement constituting a present or future assignment, sale or transfer of any Trademark Collateral for purposes of granting a security interest or as Collateral that has not been terminated, released or subordinated to this Trademark Security Agreement.

SECTION 5. Covenants. Each Grantor covenants and agrees that, until the payment in full of the Obligations, such Grantor will perform and comply with the following provisions:

(a) unless Lender provides written consent pursuant to Section 5(c), such Grantor shall pursue the registration and maintenance of each material Trademark now or hereinafter included in the Trademark Collateral that is owned by such Grantor, including the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office or other trademark office, the filing of renewal requests and applications, the filing of affidavits under 15 U.S.C. 1058 and 15 U.S.C. 1065 and affidavits having similar effect, the filing of divisional applications and extensions, the payment of maintenance fees and the participation in reexaminations, oppositions, cancellations, infringement and misappropriation proceedings;

(b) upon obtaining rights to any new registered Trademarks, pending Trademark applications, Trademark applications in preparation or upon granting rights to or being granted rights under any Trademark licenses, such Grantor shall provide to Lender an updated Schedule I including such new Trademark Collateral;

(c) such Grantor shall not, without the written consent of Lender, discontinue use of or otherwise abandon any Trademark Collateral, or abandon any right to file an application for Trademark, unless such Grantor shall have previously determined that such use or the pursuit or maintenance of such Trademark Collateral is no longer desirable in the conduct of such Grantor's business and that the loss thereof is of no material economic value to such Grantor, and, to the extent necessary, such Grantor shall use proper statutory notice in connection with its use of any material Trademark constituting a part of any of the Trademark Collateral;

(d) such Grantor shall promptly notify Lender if it knows, or has reason to know, that any application or registration relating to any material item of the Trademark Collateral may become abandoned, cancelled, dedicated to the public, placed in the public domain, invalid, unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding

such Grantor's ownership of any material item of Trademark Collateral, its right to register the same or to keep and maintain and enforce the same;

(e) such Grantor will take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Trademark Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment, or invalidation is permitted under the foregoing clause (c)).

(f) in the event that any Grantor becomes aware that any item of Trademark Collateral is being infringed, such Grantor will take all necessary steps to protect such item of Trademark Collateral, including suing the infringer and/or seeking an injunction.

SECTION 6. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is one of the Loan Documents executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

ENERGEX CORPORATION

By: 
Bruce R. Lisle, President

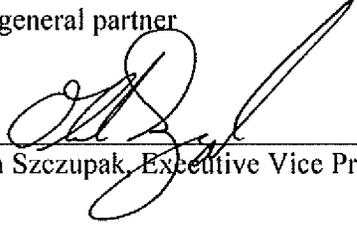
ENERGEX AMERICAN, INC.

By: 
Bruce R. Lisle, President

[Trademark Security Agreement-Energex Signature Page]

TRADEMARK
REEL: 004998 FRAME: 0849

KELTIC FINANCIAL PARTNERS II, LP
By: KELTIC FINANCIAL SERVICES, LLC,
its general partner

By: 

Oleh Szczupak, Executive Vice President

[Trademark Security Agreement - Keltic Signature Page]

SCHEDULE I
to Trademark Security Agreement
ENERGEX AMERICAN, INC.

Item A. Trademarks

Registered Trademarks

NONE

Pending Trademark Applications

NONE

Trademark Applications in Preparation

NONE

Item B. Trademark Licenses

NONE

SCHEDULE I
to Trademark Security Agreement
ENERGEX CORPORATION

Item A. Trademarks

Registered Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
STOVE CHOW	1,797,465	October 12, 1993
PELLETS EXPRESS	3,952,946	April 26, 2011
ENERGEX	1,814,323	December 28, 1993
PELLETS EXPRESS	4,088,577	January 17, 2012
SAVE YOUR ENERGY	4,071,685	December 13, 2011

Pending Trademark Applications

<u>MARK</u>	<u>Serial No.</u>	<u>Filing Date/Basis</u>
ENERGEX and design	85/702,746	August 14, 2012 / Intent to Use
SAVE YOUR ENERGY	85/887,629	March 27, 2013 / Use in Commerce
PELLETS EXPRESS	85/887,621	March 27, 2013 / Use in Commerce

Trademark Applications in Preparation

NONE

Item B. Trademark Licenses

NONE

Other Trademarks

MARK

Description

ENERGEX AMERICAN and design

As described in cancelled U.S.
Registration No. 3,026,517

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