

12/16/08

12-17-2008

Form PTO-1594 (Rev. 11-08)
OMB Collection 0651-0027 (exp. 12)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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GPR/FINANCE

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Perf-Go Green, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 10, 2008

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Jonathan Rich, as agent for the Secured Parties

Internal

Address: _____

Street Address: 880 Third Ave.

City: New York

State: NY

Country: _____ Zip: 10022

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Agent _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

77/390,864

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ruskin Moscov Faltischek, PC

Internal Address: Dina Karman

Street Address: 1425 RexCorp Plaza

15th floor, East Tower

City: Uniondale

State: NY Zip: 11556

Phone Number: (516) 663-6667

Fax Number: (516) 663-6867

Email Address: dkarman@rmfpc.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

12/16/2008 DBYRNE 00000053 77390864
 Deposit Account Number _____
 01 FC: 8521 _____ 40.00 OP
 02 FC: 8522 _____ 300.00 OP
 Authorized User Name _____

9. Signature:

12/10/08

Date

Sandra L. McGrath
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **7**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003906 FRAME: 0086

MARK	SERIAL NO.	FILING DATE	DESCRIPTION
GO GREEN & DESIGN	77/390,510	February 7, 2008	Trash bags; trash can liners; lawn and leave bags
			Plastic drop cloths
			Drinking straw
			Disposable trash bag dispenser; disposable kitty litter bag dispenser; beverage stirrers
GLOBAL COOLING	77/418,766	March 11, 2008	Disposable diapers; plastic bags for disposal of pet waste; plastic bags for disposal of trash; plastic bags for disposal of lawn clippings and leaves; general purpose plastic bags;
GO GREEN (Green Stylized)	77/390,475	February 6, 2008	Trash bags; trash can liners; lawn and leave bags
			Plastic drop cloths
			Drinking straw
			Disposable trash bag dispenser; disposable kitty litter bag dispenser; beverage stirrers
GREEN FUTURE	77/418,792	March 11, 2008	Plastic bags; plastic drop cloths and disposable diapers.
GREEN GENERATION	77/418,777	March 11, 2008	Plastic bags; plastic drop cloths and disposable diapers.
HELPING OUR PLANET, ONE DIAPER AT A TIME	77/390,838	February 7, 2008	Disposable Diaper
HELPING OUR PLANET, ONE BAG AT A TIME	77/390,833	February 7, 2008	Trash bags; trash can liners; lawn and leave bags
I'M THE SMARTEST BAG AROUND	77/390,850	February 7, 2008	Trash bags; trash can liners; lawn and leave bags
PERF (Stylized in Red)	77/390,425	February 6, 2008	Trash bags; trash can liners; lawn and leave bags; disposable diapers
			Plastic drop cloths
			Drinking straws
			Disposable trash bag dispenser; disposable kitty litter dispenser; beverage s
PERFPOWER	77/590916	October 11, 2008	Batteries
DOGGIE DUTY	77/590913	October 11, 2008	Plastic bags for disposal of pet waste
STRONGER SMARTER SUSTAINABLE	77/550623	August 19, 2008	Plastic bags for disposal of trash

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 10, 2008 by and among Jonathan Rich, as agent for the holders of Perf-Go Green Holdings, Inc. (the "Company") 10% Senior Secured Convertible Debentures (collectively referred to as, the "Secured Parties") and Perf-Go Green Holdings, Inc., a Delaware corporation ("Perf Holdings"), and Perf-Go Green, Inc., a Delaware corporation ("Perf")(Perf Holdings and Perf, each a "Grantor" and collectively, "Grantors").

RECITALS

A. The Secured Parties have severally agreed to extend loans to the Company evidenced by debentures which are convertible into shares of the Company's common stock, par value \$.0001 per share (the "Debentures") in the amounts and manner set forth in that certain Security Agreement by and between the Secured Parties and Perf Holdings dated June 10, 2008 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement).

B. The Secured Parties are willing to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain Trademarks and Patents to secure the obligations of Grantor under the Debenture and Security Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Secured Parties a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Debenture and Security Agreement and all other agreements now existing or hereafter arising between Grantor and the Secured Parties, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Debenture and Security Agreement, Grantor grants and pledges to the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Patents and Trademarks listed on Exhibit A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Debenture, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or Debenture, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties of any one or more of the rights, powers or remedies provided for in this

Intellectual Property Security Agreement, the Security Agreement or Debenture, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibit A attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application (an in use application in the case of trademarks) with the United States Patent and Trademark Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantors:

645 Fifth Avenue
New York, New York 10022
Attention:

~~PERF-GO GREEN HOLDINGS, INC.~~

By: _____
Name: TONY TRAY
Title: CEO

~~PERF-GO GREEN, INC.~~

By: _____
Name: TONY TRAY
Title: CEO

SECURED PARTIES:

Address of Agent:

880 Third Avenue
New York, New York 10022
Attention: Jonathan Rich

Jonathan Rich, as agent for the Secured Parties

By: _____
Name: _____
Title: _____

Intellectual Property Security Agreement, the Security Agreement or Debenture, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

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GRANTOR:

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Attention:

By: _____
Name: _____
Title: _____

PERF-GO GREEN, INC.

By: _____
Name: _____
Title: _____

SECURED PARTIES:

Address of Agent:

Jonathan Rich, as agent for the Secured Parties

880 Third Avenue
New York, New York 10022
Attention: Jonathan Rich

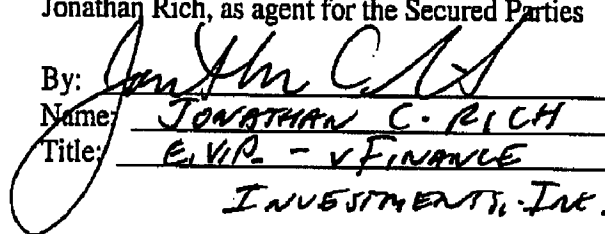
By: 
Name: JONATHAN C. RICH
Title: E.V.P. - V.FINANCE
INVESTMENTS, INC.

EXHIBIT A

As to Perf:

1. U.S. Patent No. 7,252,194
2. U.S. Patent Application Serial No. 11/515,982 filed 9/5/06

The following are currently owned by Tracy Productions, LLC, and are in the process of assignment to Perf:

- a. U.S. Patent No. 6,283,405
- b. Pending- Docket No. 01ANT96728

Perf also owns the domain name for the site www.perf-gogreen.com, which is under construction.

Perf presently has several trademark applications pending in the United States Patent and Trademark Office. Below is a chart summarizing the Perf's pending trademark applications.

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BIODEGRADABLE BY NATURE GREEN BY CHOICE	77/390,864	February 7, 2008	Trash bags; trash can liners; lawn and leave bags; disposable diapers
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			Drinking straws
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