

3/16/09

Form PTO-1594 (Rev. 11-08)
OMB Collection 0651-0027 (exp. 12/31)

03-17-2009

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



103552631

To the Director of the U. S. Patent and Trademark Office

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

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 USA

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)

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

Execution Date(s) June 10, 2008

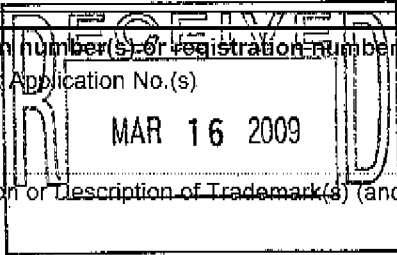
- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

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)

3360802



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 Eastishek 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:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 45.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Refund Ref: 03/16/2009 MIAMA1 0000166521
Deposit Account Number

Authorized User Name _____
CHECK Refund Total: \$5.00

9. Signature:

Sandra L. McGrath
Signature

03/05/2009
Date

Sandra L. McGrath
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

03/16/2009 MIAMA1 0000007A 3360802

Documents to be recorded (including cover sheet) should be faxed to (711) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

48.00 DP

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 Tracy
Title: CEO

PERF-GO-GREEN, INC.

By: _____
Name: Tony Tracy
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.

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: _____
Title: _____

PERF-GO GREEN, INC.

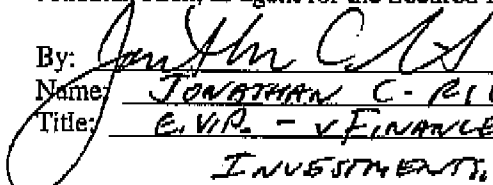
By: _____
Name: _____
Title: _____

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

REGISTRATIONS

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

PERF	3360802	05/25/2006
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