

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--------------------------|----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Infinite Energy, Inc. | | 10/08/2010 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | BG Energy Merchants LLC | | |
| Street Address: | 5444 Westheimer, Suite 1200 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77056 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85119395 | INFINITE ENERGY | |
| Serial Number: | 85118534 | INFINITE ENERGY | |
| Serial Number: | 77923484 | YOUR THERMS, YOUR CHOICE | |
| Serial Number: | 77922493 | THERMS | |
| Registration Number: | 2894653 | I'VE GOT GAS! | |
| Registration Number: | 3347034 | INFINITE SOFTWARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)663-8007 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2026638000 | | |
| Email: | dctm@pillsburylaw.com | | |
| Correspondent Name: | Patrick J. Jennings | | |
| Address Line 1: | 2300 N Street, N.W. | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20037 | | |
| ATTORNEY DOCKET NUMBER: | 16983-00002 | | |

CH \$165.00 85119395

900175098

TRADEMARK
REEL: 004305 FRAME: 0324

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|---|---------------------|
| NAME OF SUBMITTER: | Patrick J. Jennings |
| Signature: | /Pat Jennings/ |
| Date: | 10/27/2010 |
| Total Attachments: 4 source=D-4 Trademark Security Agreement#page1.tif source=D-4 Trademark Security Agreement#page2.tif source=D-4 Trademark Security Agreement#page3.tif source=D-4 Trademark Security Agreement#page4.tif | |

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Infinite Energy, Inc., a Florida corporation (herein referred to as the "Debtor"), whose address is 7001 SW 24th Ave., Gainesville, FL 32607, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule I-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Debtor and BG Energy Merchants, LLC, a Delaware limited liability company (the "Secured Party") have entered into an ISDA Master Agreement, dated October 8, 2010 (together with its schedules, annexes, exhibits and any confirmation thereunder, and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Gas Sales Agreement"); and

WHEREAS, Debtor has entered into a Security Agreement (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement") in favor of Secured Party, pursuant to which Debtor has granted to Secured Party, a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby 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.

Secured Party's address is:

BG Energy Merchants, LLC
5444 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Chief Counsel, North America
Tel: 713-599-5000
Fax: 713-599-3924

IN WITNESS WHEREOF, Infinite Energy, Inc. has duly executed or caused this Supplement to the Security Agreement to be duly executed as of October 8, 2010.

INFINITE ENERGY, INC.

By: 

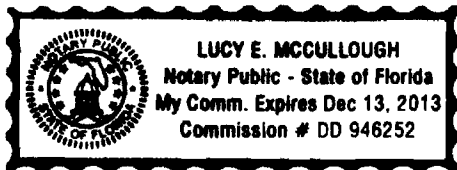
Name: Darin R. Cook

Title: President & Co-CEO

STATE OF FLORIDA)

COUNTY OF ALACHUA)

On this 8th day of OCTOBER, 2010, before me personally appeared DARIN R. Cain, to me known, who, being by me duly sworn, did depose and say that he/she resides at _____ and that he/she is PRESIDENT, CEO of Debtor; and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said INFINITE ENERGY pursuant to such authority.



Lucy E. McCullough
Notary Public

SCHEDULE I-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

| Trademark Applications | Application Date | Application Serial No. |
|-------------------------------|-------------------------|-------------------------------|
| INFINITE ENERGY | August 31, 2010 | 85119395 |
| INFINITE ENERGY | August 30, 2010 | 85118534 |
| YOUR THERMS, YOUR CHOICE | January 29, 2010 | 77923484 |
| THERMS | January 28, 2010 | 77922493 |

| Trademark Registrations | Registration Date | Registration No. |
|--------------------------------|--------------------------|-------------------------|
| I'VE GOT GAS! | October 19, 2004 | 2894653 |
| INFINITE SOFTWARE | December 4, 2007 | 3347034 |