

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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)/Execution Date(s):

United Metro Energy Corp.

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) October 21, 2014

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Bank of America, N.A.

Internal Address:

Street Address: One Bryant Park, 32nd Floor

City: New York

State: NY

Country: USA

Zip: 10036

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other _____ 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)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Ratification of Trademark Security Agreement
- Merger
- Change of Name

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

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

November 3, 2014

Date

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

Joanne BL Arnold
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 3593204

Additional names of conveying parties

United Apollo Petroleum Transportation Corp., a Delaware corporation

United Metro Energy Services Corp., a New Jersey corporation

United Apollo Transportation Corp., a Delaware corporation

TRADEMARK

REEL: 005411 FRAME: 0071

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Applications

| Debtor | Registration Number | Trademark |
|--------|---------------------|-----------------------------------|
| UMEC | 3593204 | METRO YOUR GREEN ENERGY SOURCE |
| UMEC | 3486416 | BIOMAX |
| UMEC | 3490526 | GREENHEAT |
| UMEC | 4106116 | FUELING A SUSTAINABLE FUTURE |
| UMEC | 3898800 | METRO BIOFUELS |
| UMEC | 2006573 | METROMAX |

RATIFICATION OF TRADEMARK SECURITY AGREEMENT

THIS RATIFICATION OF TRADEMARK SECURITY AGREEMENT (this "*Ratification*"), dated as of October 21, 2014, is among UNITED METRO ENERGY CORP., a Delaware corporation ("*UMEC*"), UNITED APOLLO PETROLEUM TRANSPORTATION CORP., a Delaware corporation ("*UAPTC*"), UNITED METRO ENERGY SERVICES CORP., a New Jersey corporation ("*UMESC*"), UNITED APOLLO TRANSPORTATION CORP., a Delaware corporation ("*UATC*" and together with UMEC, UAPTC and UMESC, jointly and severally, the "*Debtor*"), and BANK OF AMERICA, N.A. (the "*Bank*"), as agent for the Secured Parties (as defined in the Restated Loan Agreement referred to below) (in such capacity, the "*Agent*").

RECITALS:

WHEREAS, the Debtor previously has entered into the Trademark Security Agreement, dated as of November 15, 2013, which Trademark Security Agreement was filed with the United States Patent and Trademark Office on December 31, 2013 at Reel 5186, Frame 0319 (the "*Trademark Agreement*"), with the Bank; and

WHEREAS, the Debtor has entered into, or is about to enter into, among other things, an Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, restated, renewed, replaced, supplemented and otherwise modified from time to time, the "*Restated Loan Agreement*"), by and among the Debtor, the lenders party thereto and the Agent, which Restated Loan Agreement amends and restates in its entirety the Loan Agreement referred to, and as originally defined (prior to the effectiveness of this Ratification), in the Trademark Agreement (the "*Existing Loan Agreement*");

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, receipt of which is hereby acknowledged, the Debtor and the Agent hereby agree as follows:

1. **Existing Defined Terms.**

(a) Except as otherwise defined in this Ratification, terms defined in the Trademark Agreement (or by reference therein) shall have the same meaning when used herein.

(b) Effective as of the date hereof, (i) each reference in the Trademark Agreement to the "Loan Agreement" shall mean and refer to the Restated Loan Agreement, as such term is defined herein, and (ii) each reference in the Trademark Agreement to the "Secured Party" shall mean and refer to Bank of America, N.A., as Agent, as such term is defined herein.

2. **Ratification of Trademark Agreement.** The Debtor hereby ratifies and agrees to perform and be bound by, the Trademark Agreement.

3. **Confirmation and Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, and ratifying, confirming and supplementing the Debtor's prior grants of security interests in all right,

title and interest in or to the Trademarks and other Trademark Collateral, the Debtor, pursuant to the Existing Loan Agreement and the Trademark Agreement did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, and acknowledges and agrees that the Agent, its successors and assigns, for the benefit of the Secured Parties, has and shall continue to have, a security interest in all right, title and interest in or to the Trademarks and the other Collateral.

4. **Effect.** Except as expressly provided herein, no amendments or modifications to the Trademark Agreement are intended or implied and in all respects the Trademark Agreement remains in full force and effect in accordance with its existing terms and conditions. To the extent of any conflict between the terms of this Ratification and the terms of the Trademark Agreement, the terms of this Ratification shall control. This Ratification and the Trademark Agreement shall be read and construed as one agreement.

5. **Binding Effect.** This Ratification shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.


6. **Governing Law.** This Ratification shall be governed by, and construed in accordance with, the laws of the State of New York.

7. **Counterparts.** This Ratification may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Ratification by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Ratification electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Ratification.

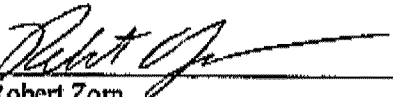
[Signature page follows]

IN WITNESS HEREOF, the parties hereto have executed this Ratification as of the day and year first above written.

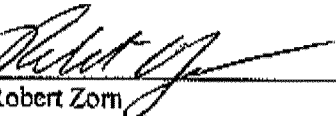
UNITED METRO ENERGY CORP.

By: 
Robert Zorn
Executive Vice President

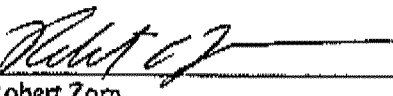
**UNITED APOLLO PETROLEUM
TRANSPORTATION CORP.**

By: 
Robert Zorn
Executive Vice President

UNITED METRO ENERGY SERVICES CORP.

By: 
Robert Zorn
Executive Vice President

**UNITED APOLLO TRANSPORTATION
CORP.**

By: 
Robert Zorn
Executive Vice President

[Ratification of Trademark Security Agreement]

BANK OF AMERICA, N.A.

By: *Steve Blumberg*
Steven Blumberg
Senior Vice President

[Ratification of Trademark Security Agreement]