

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GreenFuel Technologies Corporation	07/16/2009
RECEIVING PARTY DATA	
Name:	The Tron Group, LLC
Street Address:	155 Federal Street
Internal Address:	5th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13965173
CORRESPONDENCE DATA	
Fax Number:	6503241678
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6503241677
Email:	pvdock@petersverny.com
Correspondent Name:	Peters Verny, LLP
Address Line 1:	425 Sherman Avenue
Address Line 2:	Suite 230
Address Line 4:	Palo Alto, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	5658.08C1C2
NAME OF SUBMITTER:	Robert Hayden
Signature:	/Robert Hayden, #42,645/
Date:	09/04/2013

CH \$40.00 13965173

**Total Attachments: 16**

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## ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS ASSIGNMENT (the "Agreement" or the "Assignment Agreement") is made effective as of as of the 16<sup>th</sup> day of July, 2009, by and among GreenFuel Technologies Corporation (the "Company"), a company duly organized and existing under the laws of the State of Delaware and having a principal place of business at 29 Smith Place, Cambridge, MA 02138 (the "Assignor"), and The Tron Group, LLC, having a place of business at 155 Federal Street, Boston, MA 02110 (the "Assignee"), and all others who become parties to the Assignment Agreement in accordance with the terms hereof ("Assenting Creditors").

### **I. Conveyance**

**1.1     Conveyance to Assignee.** For good and valuable consideration, the Assignor hereby grants, assigns, transfers and conveys to the Assignee, *in trust for the benefit of the Assignor's creditors*, all of the property, interests and estates of whatever nature, both real and personal, wherever situated either within or without the State of Massachusetts, including without limitation, to the extent assignable all land, buildings, other improvements, leasehold interests, fixtures, motor vehicles, machinery, equipment, furniture, supplies, inventory (including raw materials, work in process and finished goods), accounts receivable, contract rights, licenses, customer lists, intellectual property (including copyrights, trademarks, trade names, service marks, service names, patents, know-how, trade secrets, and licenses of or applications for any of the foregoing, including any continuation, divisional or reissue applications for patents), stock, bills, notes, rebates, refunds (including tax refunds), judgments, suits at law or in equity, choses in action, cash and cash equivalents, accounts with banks and other financial institutions, deeds, books of account, evidence of title, business records and other documents relating to the Assignor's business and property (including in electronic form), and all intangibles, including any of the foregoing that are in the hands or under the control of persons other than the Assignor (the "Trust Property"), together with all rights and powers of the Assignor, including but not limited to the right to assert, waive and otherwise control the attorney-client privilege and all other legal privileges on behalf of the Assignor. The conveyance of Trust Property to the Assignee is subject to all existing liens to the extent valid, perfected and not avoidable in a case under the Bankruptcy Code in respect of Assignor in which an order for relief was entered on the date of this Agreement (a "Bankruptcy Case").

**1.2.     Acceptance by Assignee.** Subject to the terms of this Agreement, the Assignee accepts the assignment of the Trust Property for the purpose of liquidating the Trust Property in an orderly fashion and distributing the proceeds therefrom to the creditors (and, if applicable, the members) of the Assignor in accordance with the terms of this Agreement and applicable law.

1.3 **Notice of Assignment.** The Assignee will file the Assignment Agreement with the town of Cambridge, Massachusetts . Such recordation shall serve as public notice of the Assignee's interest in the Trust Property.

1.4 **Rejection of Property.** Notwithstanding anything to the contrary contained herein, the Assignee may, at any time and from time to time after the date hereof, by written notice to the Assignor refuse to accept any property or right hereunder which in the Assignee's opinion is onerous, unprofitable or burdensome, rather than beneficial, to the creditors of the Assignor or the trust created hereunder, in which event all title in such property shall revert in the Assignor as though never included herein, together with all liens on or claims against such property, and as to that property or right the Assignee shall have no right or obligation. Any such notice shall be deemed an amendment to this Assignment Agreement and may be recorded as such wherever the Assignment Agreement (or notice thereof) has been recorded. The Assignee shall send a copy of any such notice to each and every party known to assert a lien against property included in the notice.

## **II. Assignee's Powers and Duties**

2.1. **Management and Liquidation of Trust Property.** Subject to the provisions hereof, the Assignee shall hold and manage the Trust Property, receive and collect the rents, income and proceeds thereof, and convert the Trust Property into money in such time and in such manner as the Assignee deems advisable, and shall otherwise see to the wind-up of the Assignor's affairs. The Trust Property, together with any income therefrom or proceeds thereof, shall be referred to herein as the "Trust Assets."

2.2 **Operation/Preservation of Trust Assets.** For the purpose of converting all Trust Assets into cash, the Assignee may, in the Assignee's sole and absolute discretion, subject to the limitations contained in Section 5.2, continue to operate and carry on the business of the Assignor for any reasonable period of time from and after the date of this Assignment. The Assignee is authorized to pay from Trust Assets any and all costs and expenses incurred as a result of such operations (if any) and of the Assignee's liquidation of the Trust Assets and administration of the Assignment estate (including wages, salaries, commissions, health benefits, accrued vacation and sick pay, rent, utility charges, supplies, repairs, storage and security services) and any other expenses which the Assignee may deem reasonable (which may include payment of any pre-Assignment obligation of the Assignor that the Assignee determines, in the Assignee's discretion, would be likely to lead to a net increase in Trust Assets ultimately available for distribution to Assenting Creditors). The Assignee may purchase or continue any and all forms of insurance, including casualty, liability, directors' and officers' coverage, and coverage for errors and omissions of the Assignee. The Assignee shall have the power to borrow funds, which borrowings may be secured by Trust Assets, such security to be junior to existing liens except as authorized by the lienholder,

such authorization not to be unreasonably withheld.

**2.3 Disposition of Trust Assets.** The Assignee shall have the power to sell or otherwise dispose of Trust Assets, by public or private sale or auction, for cash or on credit or for any other good consideration, on such terms as the Assignee may deem appropriate in the exercise of the Assignee's reasonable business judgment. Except as otherwise specified in Section 5.2 hereof and the instrument of transfer, any sale, lease, pledge or other transfer of Trust Assets shall be free from claims of the Assignor or its creditors. Upon completion of the disposition of Trust Assets and the allowance or disallowance of claims asserted against the Assignor ("Claims"), or at such other times as the Assignee determines that particular business records or other documents of Assignor are no longer necessary to the administration of the Assignment estate, the Assignee may destroy business records and other documents of Assignor.

**2.4 Mail and Other Communications.** The Assignee is authorized (a) to collect and open all mail and other deliveries received at the Assignor's current mailing address(es), or at such address that the Assignee directs in writing, and (b) to receive and review all communications, including fax or electronic communications, directed or addressed to the Assignor, its employees and agents.

**2.5 Litigation.** The Assignee may, at the Assignee's election (a) institute and prosecute all suits or legal proceedings which the Assignee may think proper for the recovery of any property belonging or supposed to belong to the Assignor, any debts due to the Assignor, or any claims of the Assignor, (b) commence or continue any suits or legal proceedings to which the Assignor is a party, and (c) defend or prosecute all suits or legal proceedings that may affect Trust Assets or otherwise affect the Assignee's ability to carry out this Agreement, including any bankruptcy petition in respect of Assignor. The Assignee may in the Assignee's sole discretion compromise, dismiss or pursue to final judgment any such suit or legal proceeding. Also in the Assignee's sole discretion, the Assignee may accept mediation or arbitration of any such suit or legal proceeding. All counsel fees and other costs, expenses and liabilities shall be paid from Trust Assets, *provided, however*, that to the extent any liability determined in such suit or legal proceeding is a pre-Assignment liability of the Assignor, such liability shall be treated on the same basis as other such liabilities of equal priority. The Assignee's use of proceeds of a secured creditor's collateral to fund litigation shall be subject to Section 5.2 and the Assignee may not use proceeds of a secured creditor's collateral to fund litigation against such secured creditor.

**2.6 Tax and Payroll Matters.** Provided that the Assignee is able to obtain the necessary information from the Assignor or its business records, the Assignee shall cause to be prepared and (once executed by the Assignor) filed all tax returns, withholding tax returns, employment reports, and such other reports as may be required to be filed by the Assignor with any governmental agency. The Assignee shall file all tax returns and other reports required to be filed by the Assignee by reason of the

administration of the Assignment estate. The Assignee shall facilitate the payment of pre-assignment payroll and withholding taxes to the extent of funds in the Assignor's payroll account as of the date of the assignment. The Assignee shall take reasonable steps to terminate any employee benefit plans, and wind them up on an orderly basis, including any plan administered by a trust or otherwise not controlled by Assignor.

**2.7 Reports to Assenting Creditors.** Within 90 days after the date of this Agreement, the Assignee shall provide a report to Assenting Creditors and valid secured creditors concerning the assets and liabilities of the Assignor and the Assignee's program to liquidate the Trust Assets and make distributions to Assenting Creditors. Thereafter at reasonable intervals, and in any event within a reasonable time after the occurrence of material developments concerning administration of the Assignment estate, the Assignee shall provide a supplemental report to Assenting Creditors.

**2.8 Employment of Professionals.** The Assignee shall have the authority to employ such attorneys, accountants, brokers, auctioneers and other professionals, including professionals who formerly rendered services to the Assignor, as the Assignee in the Assignee's sole discretion determines to be necessary or appropriate to the performance of the Assignee's duties hereunder. The Assignee shall have the authority to pay from Trust Assets reasonable compensation and reimbursement of expenses to such professionals for their services. To secure payment of such compensation and reimbursement, the Assignee may advance such retainers as the Assignee deems necessary or appropriate.

**2.9 Assignee's Compensation.** The Assignee shall be entitled to reasonable compensation for its services (including all members and associates of the Assignee) at the regular hourly rates established by the Assignee from time to time, and to be reimbursed for its reasonable expenses in connection with its duties hereunder in accordance with the Assignee's usual policies concerning such expenses. The Assignee shall have the authority to pay such compensation and reimbursement from Trust Assets. To secure payment of such compensation and reimbursement, the Assignee may advance such retainer as the Assignee deems necessary or appropriate.

**2.10 Assignee's Liability/Indemnification.** The Assignee shall have no personal liability for the liabilities of the Assignor, which shall (to the extent allowed as provided below) solely be claims against the Trust Assets subject to the terms of this Agreement. The Assignee shall have no personal liability for its acts or omissions as Assignee other than gross negligence or willful misconduct. In taking or omitting to take any action under this Agreement, including in respect of any disbursement of Trust Assets, the Assignee may rely on any document, copy, fax, e-mail or other communication that the Assignee believes in good faith to be genuine, and may rely on any information or fact that the Assignee believes in good faith to be accurate, and will incur no liability by reason of such reliance. Except as provided by law, the Assignee shall not be required to post a bond or give other security for the

performance of the Assignee's duties under this Agreement. The Assignee shall, from the Trust Assets, be indemnified and held harmless against any loss or liability of any nature whatsoever, and against the expense of defending against same, except as to any act or omission determined by a court of competent jurisdiction to be gross negligence or willful misconduct.

**2.11 Judicial Determinations.** This Assignment shall be administered outside the auspices of a court proceeding. Nevertheless, the Assignee shall have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Assignee may deem necessary or desirable.

**2.12 Other Authorized Powers.** The Assignee shall be entitled to do and perform any and all other acts the Assignee determines to be necessary or appropriate to (a) the orderly preservation, management, collection, liquidation, and disposition of the Trust Assets, (b) the determination of, and distribution upon, Claims of Assenting Creditors as provided under this Agreement, and (c) the discharge of the other responsibilities of the Assignee under this Agreement, including providing assurances to or entering into any reasonable agreement with any Assenting Creditor not inconsistent with the Assignee's duties hereunder.

**2.13 Reliance By Third Parties.** Any receipt or acquittance given by the Assignee will be a sufficient discharge in favor of the person to whom it is given, and no person dealing with the Assignee will under any circumstances be bound to ascertain or inquire as to any fact or event or purpose justifying the exercise of any power herein conferred upon the Assignee, or the propriety or regularity of any exercise or act purporting to be an exercise of any such power.

### **III. Assignor's Responsibilities**

**3.1 Assignor's Representations.** The Assignor hereby represents that (a) the schedules of assets and liabilities submitted to the Assignee herewith are true and correct to the best of the knowledge, information and belief of the Assignor, and (b) to the extent the Assignor, through its officers or directors, identifies or locates any additional assets of the Assignor not previously made known to the Assignee, such parties shall promptly provide the Assignee with notice thereof.

**3.2 Duty of Cooperation.** On behalf of itself, its directors and officers, the Assignor hereby agrees that it will whenever requested by the Assignee, (a) provide the Assignee with all information in its possession concerning the Trust Property hereby assigned and concerning Claims, (b) execute, acknowledge and deliver to the Assignee any further instrument that the Assignee may deem necessary or appropriate to vest in the Assignee title to the Trust Property and otherwise to carry out the true intent and purpose of the Assignment Agreement, (c) cooperate in the operation of the Assignor's business (to the extent that the Assignee elects to operate such business) and the disposition of Trust Assets, (d) execute

documents necessary to forward mail or other deliveries to the Assignee as authorized by Section 2.4, (e) provide information for and execute tax returns and other reports that the Assignee causes to be prepared on the Assignor's behalf pursuant to Section 2.6 of this Agreement, and (f) cooperate with the Assignee in all other respects, *provided, however*, that any reasonable expenses incurred with the Assignee's permission (such permission not to be unreasonably withheld) in responding to the Assignee's requests shall be paid by the Assignee from Trust Assets.

**3.3 Durable Power of Attorney.** The Assignor does hereby irrevocably make, constitute and appoint the Assignee as its true and lawful attorney for it and in its name and on its behalf to sign, seal, acknowledge and deliver, and cause to be recorded, if necessary, all documents and instruments that, in the Assignee's sole discretion, the Assignee deems necessary or advisable to fulfill the Assignee's obligations under the Assignment Agreement. Without in any way limiting the generality of the foregoing, the Assignor hereby irrevocably gives and grants unto the Assignee full power and general authority to do and perform all and every act and thing whatsoever that is necessary to be done, as fully as the Assignor might or could do, and the Assignor hereby ratifies and confirms all decisions and acts that the Assignee shall make, do or cause to be done by virtue of the authority of this Power of Attorney. The Assignor means and intends to grant a so-called "durable" Power of Attorney under the laws of the State of Massachusetts.

#### **IV. Assenting Creditors**

**4.1 Assenting Creditors.** Any person asserting a Claim may become a party to this Agreement as an Assenting Creditor, by executing an Assent in the form attached hereto as Exhibit "A" (the "Assent") and returning it so that it is received by the Assignee not later than September 18, 2009, or within such further time as the Assignee may fix upon written notice to creditors. Notwithstanding the foregoing, the Assignee may at any time, in the Assignee's discretion without any obligation to creditors who have already become Assenting Creditors in respect of such decision, permit any creditor to become a party to this Agreement even though no such extension of time has been made by the Assignee. Except for secured Claims (as provided in Sections 5.2 and 5.3) and Claims having priority over general unsecured Claims pursuant to Section 5.4, only unsecured Claims held by Assenting Creditors shall be entitled to distributions under this Agreement.

**4.2 Covenant and Release.** By becoming a party hereto, and in consideration of the terms hereof, each of the Assenting Creditors (a) covenants to accept and take, and does accept and take, in full satisfaction and discharge of all claims against or in respect of the Assignor, the sums that may become payable to such Assenting Creditor and/or secured creditor hereunder, (b) covenants, upon the Assignee's request, to discontinue any suit or proceeding pending against the Assignor, or to permit Assignee to



prosecute the same for the benefit of the estate created hereunder if the Assignee shall so elect, and (c) releases the Assignor, and each of its directors, officers, employees, agents and attorneys, from every Claim; *provided, however*, that no provision of this Agreement, including but not limited to this covenant and release, shall in any way affect the liability to such Assenting Creditor and/or secured creditor of any third party (including any director, officer, employee, agent or attorney of Assignor) in respect of any written guaranty or other agreement whereby such party has agreed to be liable for the Claim of such Assenting Creditor and/or secured creditor contingently, absolutely or jointly with the Assignor (a "Guarantor"), or the right of such Assenting Creditor and/or secured creditor to proceed or continue proceedings against such Guarantor, but in case the Assignor is a necessary party to such proceeding, satisfaction therein will be taken only against the Guarantor. Any creditor not executing and delivering an Assent shall not be entitled to any benefits hereunder. Each Assenting Creditor further covenants not to transfer its Claim or any negotiable instrument on which the Assignor is liable without endorsing thereon a memorandum that such is subject to this Agreement. This Agreement may be pleaded as a defense or bar to any suit or other proceeding pending or commenced against the Assignor.

**4.3 Fraudulent Transfer Claims.** By operation of its Assent, each of the Assenting Creditors shall be deemed to have assigned to the Assignee for the benefit of all creditors generally its claims and rights of recovery under all laws relating to fraudulent transfers. The Assignee shall review whether there is a legal and factual basis to assert any such claims and whether, in the Assignee's judgment, such litigation would be cost effective to pursue. If the Assignee makes an affirmative determination as to any such claim, the Assignee may pursue collection of such claim subject to the provisions of Section 2.5.

**4.4 Bankruptcy.** Any party who becomes an Assenting Creditor shall not be a petitioning creditor in, or otherwise support the commencement or continuation of, a case under the Bankruptcy Code in respect of the Assignor. If the Assignee determines at any time, in its reasonable business judgment, that a Chapter 7 case in respect of the Assignor would likely result in a net enhancement of the Assignment estate compared with continued administration of the Assignment estate by the Assignee, the Assignee may so advise Assenting Creditors, in which event the preceding sentence shall be inoperative. If a bankruptcy case is commenced in respect of the Assignor and the Bankruptcy Court does not dismiss the case or abstain so as to permit the continued administration of the Assignment estate by the Assignee, Sections 4.1 through 4.3 shall be void, *provided, however*, that each Assenting Creditor shall credit against its Claim in the bankruptcy case any distributions actually received from the Assignee and retained by such Assenting Creditor.

## **V. Claims and Distributions**

**5.1 Allowance of Claims.** The Assignee shall allow the Claim of each Assenting Creditor to the

extent that such Claim would have been allowed in a Bankruptcy Case, *provided, however*, that the determination of the extent to which a particular Claim is a secured Claim shall be based on the amount turned over to the holder of the Claim pursuant to Section 5.2, and the balance of such Claim, together with any fees and expenses permitted thereunder (to the extent otherwise allowable) shall be an unsecured Claim. The Assignee may require any Assenting Creditor to provide further information, explanation or documentation, which may include a sworn declaration, in support of a Claim. If the Assignee disallows any Claim, or allows any Claim in an amount less than the amount asserted in the Assent therefor, the Assignee shall give written notice to the holder of the Claim, including a brief explanation of the Assignee's decision. Such decision shall become final on the 20th day after the date of such notice unless (i) prior thereto, the Assignee receives from the Claim holder a written objection including a brief explanation of the basis for objection, and (ii) the Claim holder attends, through a person with decision-making authority (who may be accompanied by counsel), a meeting scheduled by the Assignee upon reasonable written notice to the Claim holder at the offices of the Assignee or its counsel, at which the Claim holder shall present support for allowance of the Claim and shall attempt to reach agreement with the Assignee on the allowed amount thereof. If the Claim is not resolved by agreement at such meeting, the Assignee shall thereafter give written notice to the Claim holder of the Assignee's decision concerning the allowed amount of the Claim together with a brief explanation therefor. This decision shall become final on the 20th day after the date of such notice unless, prior thereto, the Assignee receives from the Claim holder a written demand for binding arbitration, in which event such arbitration shall take place, in accordance with the commercial arbitration rules of the American Arbitration Association (the "AAA"), before a single arbitrator named by the Boston, Massachusetts office of the AAA. The cost of the arbitration shall be paid by the Claim holder, *provided, however*, that the Claim holder shall be reimbursed from the Assignment estate if the arbitrator determines the Claim holder to have entirely prevailed in the arbitration. In connection with any disputed Claim, the Assignee may at any time make such compromise or agreement as the Assignee may deem appropriate in the exercise of reasonable discretion, concerning (a) the allowed amount of such Claim, or (b) the procedure for resolving the dispute, which may differ from the provisions of this Section 5.1. Except for a Claim determined by arbitration, the Assignee may reconsider the allowance of any Claim at any time based upon information not previously considered by the Assignee.

**5.2 Lien of Assenting Creditors.** Subject to the provisions below concerning liens avoidable in a Bankruptcy Case, if the Claim of an Assenting Creditor is secured by a lien on Trust Assets, the Assignee shall (a) if requested by the secured creditor, maintain insurance on the secured creditor's collateral to the extent feasible, as a cost of preserving such collateral, (b) promptly upon receipt, turn over to any secured creditor proceeds of insurance received by the Assignee attributable to the secured

creditor's collateral, (c) with the consent of the secured creditor (such consent not to be unreasonably withheld) sell and transfer, free and clear of such creditor's liens, Trust Assets constituting collateral for the Claim and turn over to the secured creditor the proceeds (net of reasonable costs of preservation and sale, including compensation to the Assignee) of such collateral within 5 business days, and (d) deduct the amount so turned over from the amount of the Claim for purposes of computing the Claim holder's distribution as an unsecured creditor, plus any allowable fees and expenses of such Claim holder under existing laws. If the collateral is included in a sale of Trust Assets not constituting security for the Claim, the proceeds attributable to the collateral shall be the value of the collateral as determined by Assignee in his sole discretion in the context of the sale. In the case of a lien on Trust Assets avoidable in a Bankruptcy Case, the holder of the Claim secured by such lien shall relinquish such lien for the benefit of the Assignee, and permit him to enforce the same for the benefit of the estate created by the Assignment Agreement; otherwise no part of the Claim secured by such lien shall be allowed by the Assignee, and such creditor shall not be entitled to any rights hereunder in respect thereof. If the Assignee and the secured creditor do not agree on the validity and perfection of the asserted lien, the value of the collateral, the expenses to be charged to the secured creditor, allocation, or any other issue, then (i) the dispute(s), to the extent the underlying agreements do not provide a dispute resolution mechanism, shall be resolved in accordance with the same procedure as would be utilized under Section 5.1 to resolve a dispute concerning allowance of a Claim, except that the determination of any arbitration fees will be decided by the arbitrator, and (ii) while the dispute remains pending, subject to clause (c) of this Section, the Assignee may sell such collateral free and clear of the asserted lien, whereupon the Assignee shall turn over to the secured creditor within 5 business days the amount to which the Assignee agrees the secured creditor is entitled and shall hold in a separate escrow account, to be disposed of in accordance with the final resolution of the dispute(s), the remaining amount to which the secured creditor claims to be entitled on account of its lien. To the extent that Trust Assets are secured by a lien that is not avoidable in a Bankruptcy Case, then notwithstanding any other provision of this Agreement, the Assignee may use proceeds of such Trust Assets only with the lienholder's consent or as permitted by clause (c) of this Section. If, by reason of a pending dispute over allocation of proceeds between Trust Assets constituting the secured creditor's collateral and Trust Assets not subject to the secured creditor's lien, proceeds later determined to be proceeds of the secured creditor's collateral are used by the Assignee to fund the preservation and/or sale of Trust Assets not subject to the secured creditors lien, such proceeds shall immediately be repaid to the secured creditor and, to the extent not so repaid, shall be secured by a first lien on all Trust Assets, subject only to existing, valid and enforceable liens on such assets.

**5.3 Liens of Non-Assenting Creditors.** If a lien on Trust Assets is asserted by a person who is not an Assenting Creditor, the Assignee shall have the authority to reach and implement any agreement

concerning such asserted lien that the Assignee determines, in the Assignee's discretion, to be in the best interest of Assenting Creditors.

**5.4 Priority of Distributions.** Subject to the payment to lienholders of the proceeds of their collateral pursuant to Sections 5.2 and 5.3, Trust Assets shall, when reduced to cash, be available for distribution in the following order of priority and, within each class set forth below, on a *pro rata* basis:

- a. First, all expenses of administering the Assignment estate, including all expenses incurred by the Assignee under this Agreement and all liabilities imposed on the Assignee as a matter of law;
- b. Second, all debts owed by the Assignor as of the date hereof to the United States of America that are entitled to priority payment under 31 U.S.C. § 3713 or other applicable law excluding Section 507(a) of the Bankruptcy Code;
- c. Third, to the extent that such debts are entitled to priority treatment and payment under applicable law excluding Section 507(a) of the Bankruptcy Code, all debts owed by the Assignor as of the date hereof to state or local governments or agencies, including state employment, property and income taxes; and
- d. Fourth, in the order of priority established under Section 507(a) of the Bankruptcy Code, all Claims that would be allowable in a Bankruptcy Case and entitled to priority payment therein under Section 507(a) of the Bankruptcy Code.
- e. Fifth, all allowed Claims of Assenting Creditors.

**5.5 Distributions.** The Assignee shall at all times maintain adequate reserves for accrued obligations of the Assignment estate, projected future expenses of the Assignment estate, threatened or pending litigation against the Assignee or the Assignment estate, and reasonable contingencies ("Reserves"). From and after the 60th day after the date of the Assignment Agreement, at any time when Trust Assets include unencumbered cash or cash equivalents (net of Reserves) sufficient in the Assignee's judgment to make a reasonable distribution, the Assignee shall make an interim distribution in accordance with the priorities set forth in Section 5.4. In the case of any Claim not yet allowed by the Assignee as of the date of an interim distribution, (a) the amount of the Claim for purposes of computing the distribution shall be the amount asserted by the holder thereof or (in the case of a Claim of the type described in Section 5.4(a) through (d) for which no Assent has been filed) the amount shown in the Assignor's records or as otherwise determined by the Assignee, and (b) the amount of the distribution shall be held back by the Assignee pending allowance of the Claim. Except for the final distribution, the Assignee may in the Assignee's discretion hold back any distribution of less than \$250. The Assignee shall make a final distribution at such time as all Trust Assets have been reduced to cash and the Assignment estate has been fully administered except for such final distribution; alternatively, at such time as all Claims allowed hereunder have been paid in full, the Assignee shall after paying interest on Claims allowed hereunder at

the federal judgment rate calculated from the date hereof, transfer to the Assignor any surplus of Trust Assets, *provided* that the Assignee may in such event retain reasonable Reserves for a reasonable period of time. The Assignee may (but shall not be required to) set off or recoup against any distribution on account of a particular Claim such amount as may be owed to the Assignor or the Assignment estate by the holder or any prior holder of such Claim.

**5.6 Form of and Time Bar to Payment.** Distributions to Assenting Creditors on their Claims allowed hereunder shall be made by check and sent by first class mail, postage prepaid, to the Claim holder at the address set forth on the Assent submitted therefor and distributions to other creditors on account of their Claims allowed hereunder shall be sent to the address shown in the Assignor's records, *provided, however,* that if the Assignee receives notice in writing of either a change of address or the assignment of a Claim, the Assignee shall, effective not more than ten days thereafter, remit any future payments as instructed by such notice. The assignee of a Claim shall have no greater rights under this Agreement than the assignor. If any distribution is returned as undeliverable and the Assignee does not receive within thirty (30) days of the date of the check written notice from the holder of the Claim of a different address to which such distribution shall be sent, or if a check in payment of the distribution on account of a Claim remains uncashed for thirty (30) days after the date of such check, then, in the Assignee's discretion, the Assignee may (a) void the check and discharge and bar any Claim for which such voided check was a distribution; (b) redistribute the distribution to other Claims allowed hereunder; and (c) treat such Claim as disallowed in full and bar any further distributions on account of such Claim. The Assignee may withhold from any distribution, and remit to the appropriate person, such federal, state or local withholding taxes or other amounts as are required to be withheld under any applicable law.

**5.7 Claim Covered By Insurance.** Notwithstanding anything to the contrary contained in this Agreement, a Claim covered by a policy of insurance shall be disallowed to the extent so covered, *provided, however,* that a Claim disallowed solely on such basis shall be collectible against any such policy, and enforceable against the issuer thereof, to the same extent as though not disallowed. For avoidance of doubt, disallowance of Claims pursuant to this Section is solely for purposes of distributions by the Assignee; nothing in this Agreement is intended to or shall diminish or impair the enforceability of any policy of insurance.

## **VI. Miscellaneous**

**6.1 Definitions.** The term "claim" shall have the same meaning in this Assignment Agreement as in the Bankruptcy Code. All other terms used herein and not specifically defined shall be construed consistently with the Bankruptcy Code.

**6.2 Notices to Assignee.** Any notice, request, demand or waiver, consent, approval, or other

communication required or permitted to be given to the Assignee shall be in writing and shall be deemed given only if delivered personally, or sent to the Assignee by recognized overnight courier service or by first class mail with postage prepaid, addressed as follows:

The Tron Group, LLC  
155 Federal Street, Fifth Floor  
Boston, MA 02110  
Attention: Robert P. Wexler

**6.3 Resignation of Assignee.** The Assignee may at any time, by instrument in writing and under seal, resign as Assignee hereunder and, upon such resignation taking effect as hereinafter provided, shall be relieved of all further duties and cease to have any further powers as the Assignee hereunder. Before any such resignation, the Assignee shall appoint a successor Assignee, who shall upon written acceptance of the appointment have all the duties, rights, and powers herein imposed upon and granted to TPG Advisory, LLC d/b/a The Tron Group, as original Assignee.

**6.4 Successors and Assigns.** All the provisions of the Assignment Agreement shall be binding on and in favor of any administrators, successors, heirs and assigns of the parties hereto.

**6.5 Construction.** Titles, headings, and subheadings used in this Agreement are solely for ease of reference, and shall not affect the construction of the Assignment Agreement.

**6.6 Counterparts.** The Assignment Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument.

**6.7 Governing Law.** The Assignment Agreement and the Assignee's duties hereunder shall be governed by the laws of the State of Massachusetts. The Assignor and the Assenting Creditors consent to the jurisdiction of the state and federal courts of Vermont on all matters arising out of or relating to the Assignment Agreement and all claims hereunder.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this document under seal.

Signature Page for Assignor

ASSIGNOR

Eileen Lee  
Witness

By: M. Holly Allen

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

At 155 Federal St. on this 5<sup>th</sup> day of July, 2009, before me, the undersigned notary public, personally appeared M. Holly Allen, as Authorized Signer of GranFuel Technologies, a DE company, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of M. HOLLY ALLEN.

Eileen Lee  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 10-13-2011  
Eileen Lee  
TYPE OR PRINT NAME

Signature page for Assignee:

ASSIGNEE

The Tron Group, LLC

Eileen Lees  
Witness

By: Robert Wexler  
Robert Wexler, Duly Authorized Agent

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

At Boston, on this 5 day of July, 2009, before me, the undersigned notary public, personally appeared Robert P. Wexler, as Authorized Signer of **The Tron Group, LLC**, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of **The Tron Group, LLC**.

Eileen Lees  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 10-13-2011  
Eileen Lees  
TYPE OR PRINT NAME

ASSIGNEE ACCEPTANCE OF POWER OF ATTORNEY

Assignee acknowledges that this Assignment for the Benefit of Creditors contains a power of attorney from Borrower, and Lender accepts its appointment as Assignee's true and lawful agent and attorney-in-fact according to the terms of this Assignment for the Benefit of Creditors. Assignee understands its duties as agent and attorney-in-fact according to this Assignment for the Benefit of Creditors and Massachusetts law regarding powers of attorney.

ASSIGNEE:

The Tron Group, LLC

By: Robert Wexler  
Robert Wexler, Authorized Agent

8244/2/400627



The Tron Group, LLC in its capacity as,  
Assignee for the Benefit of Creditors  
of GreenFuel Technologies Corporation  
155 Federal Street, 5<sup>th</sup> Floor  
Boston, MA 02110  
Tel: (617) 723-3786  
Fax: (617) 557-1736  
E-mail: [rwexler@trongroup.com](mailto:rwexler@trongroup.com)

July 16, 2009

**Re: GreenFuel Technologies Corporation – Assignment for the Benefit of Creditors**

The purpose of this letter is to inform you of the recent financial difficulties of GreenFuel Technologies Corporation (the “Company”) and to recommend that you participate in an orderly wind down of the Company’s business. After an evaluation of the Company’s financial affairs, it was determined by the Company to terminate operations, liquidate assets and pay creditors through an out-of-court procedure. The process selected to accomplish this liquidation is known as an *Assignment for the Benefit of Creditors*. To accomplish this, on July 16, 2009, the Company executed a document transferring all of its assets to The Tron Group with an office located in Boston, Massachusetts, as trustee, and not individually, to serve as assignee for the benefit of creditors of the Company (the “Assignee”). The Assignee now holds title to all the Company’s assets in trust for the benefit of creditors and in accordance with the terms of the Assignment (the “Assignment”). The Assignee serves as a fiduciary of the creditors with the goal of maximizing the value of the assets and distributing the liquidation proceeds as promptly and as fairly as possible. A copy of the executed Assignment is enclosed for your review.

Despite considerable expense and effort in turning GreenFuel around over the last two years, sales and profitability have been seriously eroded by the impact of the current global financial turmoil. Facing a shortage of liquidity, the Company began entertaining offers for the sale of its intellectual property (“IP”) and other assets. The sale of the IP and certain assets will substantially enhance the value of the recovery to all creditors.

The nature of the Assignment is an orderly sale of the business and assets and distribution of the proceeds to creditors according to rules of priority established under the Bankruptcy Code. The Assignee serves as a fiduciary of the creditors, with the goal of maximizing the value of the assets and distributing the proceeds as promptly and as fairly as possible. The undersigned firmly believes that the Assignment should generate a higher and more expeditious return than you would otherwise receive in a bankruptcy proceeding.

The undersigned has extensive experience working with distressed companies in out-of-court workouts, Chapter 7 and Chapter 11 bankruptcies, and federal and state court receiverships.


Due to the nature of the Company's business, there are no substantial outstanding accounts receivable or inventory. The intellectual property, domain name and database are potentially the most valuable assets of the Company, and the best source for a meaningful distribution to unsecured creditors. Although the value of the intellectual property and the domain name in the marketplace is hard to project, the Company has received some meaningful interest in these assets, which the Assignee intends to pursue.

Once the Company's assets are sold, the Assignee will distribute the net proceeds in substantial conformity with priorities of the United States Bankruptcy Code, codified at 11 U.S.C. § 101, *et seq.* The remaining net proceeds will be distributed on a *pro rata* basis to the holders of allowed general unsecured claims against the Company. As is apparent from the factors described above, the Assignee cannot at this time determine the magnitude of the distribution, if any, to unsecured creditors. The Assignee believes, however, that the Assignment process will maximize the chance for a meaningful distribution on account of general unsecured claims.

Under an assignment for the benefit of creditors, distributions are made only to those creditors who assent to the Assignment. In order to assent to the Assignment and provide information concerning your claim, please complete and sign the enclosed Assent and return it to the Assignee at the address indicated on the Assent Form with supporting invoices and related documents no later than September 18, 2009. **IF YOUR ASSENT IS NOT RECEIVED IN A TIMELY MANNER BY THE ASSIGNEE, YOU WILL NOT BE ELIGIBLE TO RECEIVE PAYMENT UNDER THE ASSIGNMENT.**

Please be assured that the undersigned will proceed diligently on behalf of all creditors to attempt to maximize the value of the Company's assets and to provide a distribution to the creditors. If you have any questions regarding this matter, please do not hesitate to contact the undersigned or Michel Cullinane (617-723-7419, [mcullinane@trongroup.com](mailto:mcullinane@trongroup.com)).

Very truly yours,



Robert P. Wexler  
For The Tron Group, Assignee

Encls.