

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Collateral Lien Recorded at Reel 4048, Frame 0370		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Allied Capital Corporation		12/18/2009	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
Name:	Ares Capital Corporation		
Street Address:	280 Park Avenue		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	2963226	SUMMIT ENERGY	
Registration Number:	2467742	SUMMIT SECUREONLINE	
Registration Number:	2374427	SUMMIT ENERGY SERVICES, INC.	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jhannon@kslaw.com		
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	15009.009011		
NAME OF SUBMITTER:	James M. Hannon		

OP \$90.00 2963226

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**TRADEMARK**  
**REEL: 004126 FRAME: 0944**

Signature:	/James M. Hannon/
Date:	01/08/2010
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN, dated as of December 18, 2009 (hereinafter, this "IP Lien Assignment"), by ALLIED CAPITAL CORPORATION, a Maryland corporation, as resigning agent (the "Assignor") to ARES CAPITAL CORPORATION, a Maryland corporation, as successor agent (hereinafter, the "Assignee");

WHEREAS, the Assignor acquired a security interest in Intellectual Property Collateral, as defined in that certain Acknowledgment of Intellectual Property Collateral Lien, dated as of June 18, 2009, between SUMMIT ENERGY SERVICES, INC. (the "Grantor") and the Assignor, in its capacity as Agent (as defined in the Credit Agreement dated as of June 18, 2009 (including all annexes, exhibits and schedules thereto)) for certain lenders;

WHEREAS, the Acknowledgment of Intellectual Property Collateral Lien was recorded in the Assignment Division of the United States Patent and Trademark Office (the "USPTO") on August 18, 2009, on Reel 4048, Frame 0370, against the U.S. registered trademarks and trademark applications attached hereto on Schedule 1 (the "U.S. Trademarks");

WHEREAS, the Acknowledgment of Intellectual Property Collateral Lien was recorded with the Canadian Intellectual Property Office on October 27, 2009, against the Canadian trademark application attached hereto on Schedule 1 (the "Canadian Trademark");

WHEREAS, the Acknowledgment of Intellectual Property Collateral Lien was recorded with the World Intellectual Property Organization on December 17, 2009, at publication number 2009/48, against the International Registration (with protection granted for the European Community) attached hereto on Schedule 1 (the "International Registration" and together with the U.S. Trademarks and the Canadian Trademark, the "Trademark Collateral");

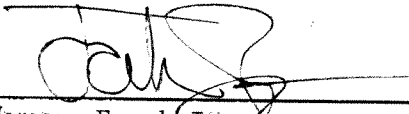
WHEREAS, pursuant to that certain Resignation of Agent, Appointment of Successor Agent and Omnibus Amendment to the Loan Documents regarding resignation and appointment of Agent (the "Resignation Agreement"), dated as of December 18, 2009, among Grantor, the persons designated as "Credit Parties" on the signature pages thereof, the Assignor, the Assignee, and the other lenders, the Assignor resigned as Agent and the Assignee was appointed as successor Agent thereunder; and

WHEREAS, the Assignor is desirous of assigning and the Assignee is desirous of acquiring said security interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor by these presents does assign and transfer unto the Assignee the full, exclusive and entire right, title, and interest in and to any and all liens and security interests in the Intellectual Property Collateral including, but not limited to, the Trademark Collateral listed on Schedule 1.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property Collateral Lien to be executed by its duly authorized officers on the date first set forth above.

ALLIED CAPITAL CORPORATION, as  
Assignor

By:   
Name: Frank Izzo  
Title: Managing Director

**SCHEDULE 1  
TO THE  
ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**

**I. U.S. Registered Trademark**

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>
SUMMIT ENERGY	2,963,226	6/21/2005
SUMMIT SECUREONLINE	2,467,742	7/10/2001
SUMMIT ENERGY SERVICES, INC.	2,374,427	8/8/2000

**II. U.S. Trademark Applications for Registration**

None.

**III. Foreign Trademarks**

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Country/ Region</u>
SUMMIT ENERGY	935790	10/25/2007	International Registration (with protection granted for the European Community)

**IV. Foreign Trademark Applications for Registration**

<u>Trademark</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Country/ Region</u>
SUMMIT ENERGY	1,346,239	5/4/2007	Canada