

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioMaxx, Inc.		12/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	The Grant Building		
Internal Address:	310 Grant Street		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	UNINC. ASSOCIATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85337419	MUDD MIXX	
Serial Number:	85337178	SIMPLY PINE	
CORRESPONDENCE DATA			
Fax Number:	(412)394-2555		
Phone:	412-394-7711		
Email:	cmeshanko@thorpreed.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Thorp, Reed & Armstrong, LLP		
Address Line 1:	One Oxford Centre		
Address Line 2:	301 Grant Street, 14th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219-1425		
ATTORNEY DOCKET NUMBER:	012010.105705		
NAME OF SUBMITTER:	Paul D. Bangor, Jr.		

Signature:	/Paul D. Bangor, Jr./
Date:	01/18/2012
Total Attachments: 4 source=120118_2#page1.tif source=120118_2#page2.tif source=120118_2#page3.tif source=120118_2#page4.tif	

NOTICE OF SECURITY INTEREST IN U.S. TRADEMARKS

This Notice of Security Interest in U.S. Trademarks (this "Notice of Security Interest"), dated December 15, 2011, is made by BioMaxx, Inc., a Delaware corporation (the "Grantor") in favor of The Huntington National Bank (the "Bank").

WHEREAS, the Grantor has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated January 28, 2011, by and among Dry Creek Products, LLC, a Delaware limited liability company ("DCP"), Choice Brokerage, LLC, a Pennsylvania limited liability company ("CBL"), Choice Carriers, LLC, a Pennsylvania limited liability company ("CCL"), Choice Forest Products, LLC, a Delaware limited liability company ("CFPL"), Nazareth Pellets, LLC (f/k/a Greene Team Pellet Fuel Company, LLC), a Delaware limited liability company ("Nazareth"), PA Pellets, LLC, a Delaware limited liability company ("PAP") (DCP, CBL, CCL, CFPL, Nazareth and PAP are each, a "Borrower" and collectively, the "Borrowers"), the Grantor (the Borrowers and the Grantor are each, a "Loan Party" and collectively, the "Loan Parties") and the Bank (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), the Loan Parties are obligated to the Bank and the Loan Parties have entered into that certain Patent, Trademark and Copyright Security Agreement, January 28, 2011 (the "Trademark Grant") in favor of the Bank; and

WHEREAS, pursuant to the Trademark Grant, the Grantor has mortgaged, pledged, granted and conveyed to the Bank, a first-priority security interest in and to and Lien on all of the Grantor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby confirm its grant to the Bank of a pledge of, security interest in, and Lien on, the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that (i) the rights and remedies of the Bank with respect to the pledge of, security interest in, and Lien on, the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Grant, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest and (ii) in accordance with Paragraph 7 of the Trademark Grant, the Bank is authorized as the Grantor's attorney in fact to modify the Trademark Grant by amending Schedule B thereof to include any future Trademarks (as defined in the Trademark Grant), and Schedule B is hereby deemed modified to include the Trademarks.

The Bank's address is The Huntington National Bank, The Grant Building, 310 Grant Street, Pittsburgh, Pennsylvania 15219.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has executed this Notice of Security Interest as of the day and year first above written, with the intention that it constitute a document under seal.

WITNESS:

BioMaxx, Inc.

Christie H. Aguilera

By: Jason R. Hall (SEAL)
Name: Jason R. Hall
Title: Secretary

ACKNOWLEDGMENT

STATE/Commonwealth of New York)
)
COUNTY of Monroe) SS:

On this, the 14th day of December, 2011, before me, a Notary Public, the undersigned officer, personally appeared Jason R. Hall, who acknowledged himself/herself to be the Secretary of BioMaxx, Inc., a Delaware corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name as such officer on behalf of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christine L. Aquilano
Notary Public

My Commission Expires:

CHRISTINE L. ACQUILANO
Notary Public, State of New York
No. 01AC5066035
Qualified in Wayne County
Commission Expires Sept. 23, 20 13

Schedule A

Trademark Registrations and Applications

Trademark	Owner	Jurisdiction	Registration No. or Application No.	Date Filed
Mudd Mixx	Grantor	Federal (U.S.)	85/337419	6/3/2011
Simply Pine	Grantor	Federal (U.S.)	85/337178	6/3/2011

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