

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BR HyDrive, LLC		11/19/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	7000 Central Parkway, N.E., Suite 1300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78841616	BETTER ENERGY	
Serial Number:	78795831	HYDRIVE	
Serial Number:	85424356	HYDRIVE	
Serial Number:	85424368	THE CAFFEINE MADE ME DO IT	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	704.343.2000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal		

OP \$115.00 78841616

Signature:	/s/ Terry L. Witcher
Date:	11/19/2012
Total Attachments: 5 source=BR Hydrive Notice of Security Interest#page1.tif source=BR Hydrive Notice of Security Interest#page2.tif source=BR Hydrive Notice of Security Interest#page3.tif source=BR Hydrive Notice of Security Interest#page4.tif source=BR Hydrive Notice of Security Interest#page5.tif	

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "*Agreement*"), dated as of November 16, 2012, is made by BR HyDrive, LLC, a Texas limited liability company (the "*Joining Grantor*"), in favor of Wells Fargo Bank, National Association (the "*Lender*"), for its benefit and the benefit of certain of its Affiliates, in connection with that certain Credit Agreement (the "*Credit Agreement*") dated as of August 31, 2012, between Big Red Group Holdings, LLC, a Delaware limited liability company, as borrower, and the Lender.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Borrower and each of its Subsidiaries party thereto entered into a Security Agreement dated as of August 31, 2012 (as in effect on the date hereof, the "*Security Agreement*"); and

WHEREAS, the Joining Grantor is a Subsidiary of Borrower and is required by the terms of the Credit Agreement to be joined as a party to the Security Agreement as a debtor; and

WHEREAS, the Joining Grantor entered into that certain Security Joinder Agreement dated as of the date hereof (as amended, supplemented, waived or otherwise modified from time to time, the "*Joinder Agreement*"), in favor of the Lender, for its benefit and the benefit of certain of its Affiliates; and

WHEREAS, pursuant to the Joinder Agreement, the Joining Grantor granted to the Lender, for its benefit and the benefit of certain of its Affiliates, a security interest in such Joining Grantor's Intellectual Property (as defined in the Security Agreement), including, without limitation, Trademarks (as defined in the Security Agreement); and

WHEREAS, the Joining Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to from time to time make and maintain extensions of credit under the Credit Agreement and the Related Credit Arrangements, the Joining Grantor agrees, for the benefit of the Lender and its Affiliates, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Joining Grantor hereby confirms that pursuant to the Joinder Agreement the Joining Grantor granted to the Lender, for its benefit and the benefit of certain of its Affiliates, a security interest in all of the Trademarks of such Joining Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks of such Joining Grantor, as collateral security for the prompt and complete payment and

performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Joining Grantor for the purpose of recording the security interest granted pursuant to the Joinder Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Joining Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank; signature pages follow.]

The parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto authorized as of the day and year first above written.

JOINING GRANTOR:

BR HYDRIVE, LLC

By: 

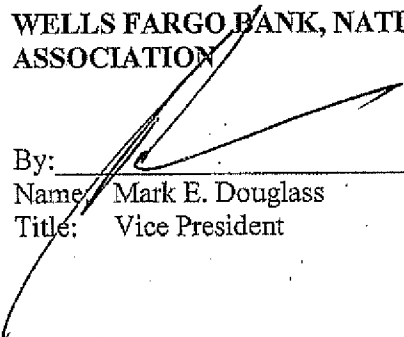
Name: James Bradley

Title: Chief Financial Officer and Secretary

[Signatures Continue on Following Page]

LENDER:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Mark E. Douglass
Title: Vice President

Notice and Confirmation of Grant of Security Interest in Trademarks
Signature Page

43049624

**TRADEMARK
REEL: 004903 FRAME: 0687**

SCHEDULE A

TRADEMARKS

<u>Debtor</u>	<u>Word Mark</u>	<u>Country</u>	<u>Live / Dead</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
BR HyDrive, LLC	BETTER ENERGY	United States of America	Live	78841616	Mar 20, 2006	3353993	Dec 11, 2007
BR HyDrive, LLC	HYDRIVE	United States of America	Live	78795831	Jan 20, 2006	3331925	Nov 6, 2007
BR HyDrive, LLC	HYDRIVE	United States of America	Live	85424356	Sep 16, 2011	4,215,318	Sep 25, 2012
BR HyDrive, LLC	THE CAFFEINE MADE ME DO IT	United States of America	Live	85424368	Sep 16, 2011	4149424	May 29, 2012

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