

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.

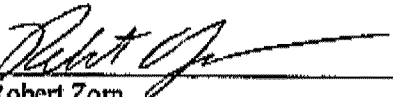
[Signature page follows]

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

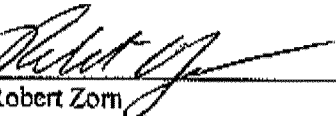
UNITED METRO ENERGY CORP.

By: 
Robert Zorn
Executive Vice President

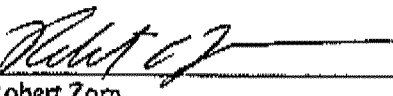
**UNITED APOLLO PETROLEUM
TRANSPORTATION CORP.**

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]