

MKD 6-25-98

06-26-1998

Patents To the Ho  
 Trademarks Please rec



emarks:  
thereof.

100749191

1. Name of Party(ies) conveying an interest: Hydropress Environmental Services, Inc. 81 West Street Hatfield, MA 01088	2. Name and Address of Party(ies) receiving an interest: Name: <u>Coast Business Credit, a division of Southern Pacific Bank</u> Internal Address: <u>Attention: Manager</u> Street Address: <u>12121 Wilshire Blvd., Suite 1111</u> City: <u>Los Angeles</u> State: <u>California</u> Zip: <u>90025</u>
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Entity: <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____	Entity: <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Citizenship _____  If not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
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3. Interest Conveyed:  
 Assignment       Association  
 Security Agreement       Limited Partnership  
 Other \_\_\_\_\_  
Execution Date: June 22, 1998

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached:  Yes  
 No  
  
75/439764

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: Federal Research Corp  
Internal Address: Suite 101  
Street Address: 400 Severn St NW  
City: Washington  
State: DC Zip: 20004

06/25/1998 TTON11 00000145 75439764  
01 FC:481 40.00 DP

6. Number of applications, patents, or registrations involved:  
  
1

7. Amount of fee enclosed or authorized to be charged:  
  
\$ 40 Filing Fee  
Total \$40

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

DO NOT USE THIS SPACE

9. Date of execution of attached document As of June 22, 1998

10. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original documents.

June 23, 1998  
Date

Signature

David W. James  
Name of Person Signing

REEL: 1745 FRAME: 0202

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of <sup>June 22</sup> April, 1998, is executed by Hydropress Environmental Services, Inc., a New Jersey corporation ("Borrower"), in favor of Coast Business Credit®, a division of Southern Pacific Bank, a California corporation ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") between Borrower and Lender, Lender have agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:  
Bank

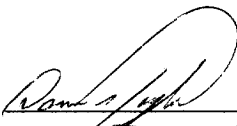
Coast Business Credit, a division of Southern Pacific

12121 Wilshire Boulevard, Suite 1111  
Los Angeles, California 90025  
Attention: Division Manager  
Telephone: (310) 820-6681  
Telecopy: (310) 826-2884

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed  
as of the day and year first above written.

"GRANTOR"

HYDROPRESS ENVIRONMENTAL SERVICES,  
INC.,  
a New Jersey corporation,

By:   
Name: DANA G. TAYLOR  
Title: President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Massachusetts  
COUNTY OF Hampshire ) ss.

On 4/29, 1998, before me, Nara L. Spitzer  
(Notary Name)

personally appeared Dana G. Taylor

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nara L. Spitzer  
Signature Of Notary  
My Commission Expires Feb. 1, 2002

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer	
<hr/> <p style="text-align: center;">Title(s)</p>	<hr/> <p style="text-align: center;">Title Or Type Of Document</p>
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> <input type="checkbox"/> General	
<input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	<hr/> <p style="text-align: center;">Number Of Pages</p>
	<hr/> <p style="text-align: center;">Date Of Document</p>
<p>Signer is representing:</p> <p>Name Of Person(s) Or Entity(ies)</p> <hr/>	<hr/> <p style="text-align: center;">Signer(s) Other Than Named Above</p>

SCHEDULE 1-A  
TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None			

SCHEDULE 1-B  
TO GRANT OF SECURITY INTEREST  
APPLICATIONS FOR TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Serial No.</u>
ECO-LIME	Federal	February 24, 1998	75/439764

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