

07-17-2001



PLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks 101779732

the attached original documents or copy thereof.

1. Name of conveying party(ies):

EcoSmart Technologies, Inc. 318 Seaboard Lane, Suite 202 Franklin, TN 37067

6-20-01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date:

2. Name and address of receiving party(ies)

Name: AmSouth Bank Department (Nashville) NA-0801 Internal Address: Attn: Head of Special Assets

Street Address: AmSouth Center City: Nashville State: TN ZIP: 37237

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic registration certificate designation is attached: Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

US PATENT & TRADEMARK OFFICE RECEIVED JUN 20 8 33 AM '01 TRADEMARK FEE PROCESS.

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)



06-20-2001

Trademark Registration No.(s)

see attached

see attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Felix R. Dowsley, III

Internal Address: Bass, Berry & Sims, PLC

Street Address: AmSouth Center

City: Nashville State: TN ZIP: 37238

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41).....\$ 615.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

07/16/2001 JJALLAHZ 00000015 200052 75713485

DO NOT USE THIS SPACE

01 FC:481 40.00 CH 02 FC:482 575.00 CH

9. Statement and signature.

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 document.

Felix R. Dowsley, III Name of Person Signing

Signature of Felix R. Dowsley, III

6/6/01 Date

Christine E Wilson

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002329 FRAME: 0398

75/713,485
75/429,899
75/737,032
75/912,358
76/119,941
75/737,033
76/032,912
76/081,928
75/418,837
76/210,724
76/210,826
76/119,943
76/172,984
75/406,403
76/135,826
75/218,715
76/032,661
76/124,726
75/270,952
76/119,942
75/385,379
76/216,075
76/081,927
75,582,651

**TRADEMARK AND PATENT
SECURITY AGREEMENT**

THIS TRADEMARK AND PATENT SECURITY AGREEMENT, dated as of June 4, 2001, is made by ECOSMART TECHNOLOGIES, INC. a Delaware corporation, and BIOGANIC SAFETY BRANDS, INC., a Delaware corporation (collectively, the "Grantor"), in favor of AMSOUTH BANK, an Alabama state bank (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, extended, modified, restructured or renewed from time to time, the "Loan Agreement") by and among Grantor and Lender, Lender has agreed to make available to Grantor a line of credit in the maximum principal amount of \$7,000,000 (the "Loan") to the Grantor evidenced by a Master Secured Promissory Note of even date herewith in the original principal amount of \$7,000,000, made and executed by Grantor and payable to the order of Lender (together with any amendments, extensions, modifications and/or renewals thereof and/or any promissory notes given in payment thereof, the "Note");

WHEREAS, the Grantor owns certain Trademarks and Patents listed on Schedule A hereto;

WHEREAS, the Grantor desires to mortgage, pledge and grant to Lender, for the benefit of Lender, a security interest in all of its right, title and interest in, to and under the Collateral, including the property listed on the attached Schedule A, together with any renewal or extension thereof, and all Proceeds thereof, to secure the payment of the Obligations;

WHEREAS, it is a condition precedent to the obligation of the Lender to make the Loan to the Grantor under the Loan Agreement, that Grantor execute this Agreement;

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make the Loan to the Grantor under the Loan Agreement, the Grantor hereby agrees with Lender, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

“Collateral” has the meaning assigned to it in Section 2 of this Security Agreement.

“Obligations” means (a) loans to be made concurrently or in connection with this Agreement or the Loan Agreement as evidenced by one or more promissory notes payable to the order of Lender that shall be due and payable as set forth in such promissory notes, and any renewals or extensions thereof, (b) the full and prompt payment and performance of any and all other indebtednesses and other obligations of Grantor to Lender, direct or contingent (including but not limited to obligations incurred as indorser, guarantor or surety), however evidenced or denominated, and however and whenever incurred, including but not limited to indebtednesses incurred pursuant to any present or future commitment of Lender to Grantor, and (c) all future advances made by Lender for taxes, levies, insurance and preservation of the Collateral and all reasonable attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness or other obligations and the enforcement and protection of the security interest created hereby.

“Patents” means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in Schedule A hereto.

“Patent License” means all agreements material to the operation of Grantor's businesses, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

“Proceeds” means “proceeds,” as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to the Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority, (c) all judgments in favor of the Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Security Agreement” means this Trademark and Patent Security Agreement, as amended, supplemented or otherwise modified from time to time.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether

registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of the Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Schedule A hereto.

“Trademark License” means any agreement, material to the businesses of the Grantor, written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of Tennessee.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby assigns and grants to Lender for the benefit of Lender a security interest in all of Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now have or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”):

- (i) all Trademarks;
- (ii) all Trademark Licenses to the extent assignable;
- (iii) all Patents;
- (iv) all Patent Licenses to the extent assignable; and
- (v) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

that are material to the business of Grantor, and whether or not included in Schedule A.

3. Representations and Warranties Concerning Trademarks. Grantor represents and warrants that Schedule A hereto includes all of Grantor's registered Trademarks and Trademark Licenses and all of the Patents and Patent Licenses owned by Grantor in its own name or as to which Grantor has any colorable claim of ownership that are material to the businesses of Grantor as of the date hereof. To the best of Grantor's knowledge, each Trademark and Patent is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in Schedule A, none of the Trademarks or Patents is the subject of any licensing or franchise agreement. All licenses of the Trademarks and Patents are in force and, to the best knowledge of the Grantor, not in default. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any material Trademark or

Patent. No action or proceeding is pending before any governmental authority (i) seeking to limit, cancel or question the validity of any Trademark or Patent or the Grantor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any Trademark or Patent.

4. Covenants. Grantor covenants and agrees with Lender that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) Further Documentation. From time to time, upon the written request of Lender, and at the sole expense of Grantor, the Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens created hereby. Grantor also hereby authorizes Lender to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law.

(b) Limitation on Lien on Collateral. Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral, other than the liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Lender in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Limitations on Dispositions of Collateral. Grantor will not sell, transfer or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted in the Loan Agreement.

(d) Notices. Grantor will advise Lender promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any lien (other than liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Trademarks or Patents and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

(e) Patents and Trademarks.

(i) Grantor (either itself or through licensees) will, except with respect to any Trademark that the Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to do so, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use

reasonable efforts to employ such Trademark with the appropriate notice of registration. (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Lender, for its benefit, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Grantor will not, except with respect to any Patent that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determine so to do, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(iii) Grantor will promptly notify Lender if it knows, or has reason to know, that any application relating to any Patent or any Trademark may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding the Grantor's ownership of any Patent or Trademark or its right to register the same or to keep and maintain the same.

(iv) Whenever a Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, the Grantor shall report such filing to Lender within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Lender, the Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any newly filed Patent or Trademark and the goodwill and general intangibles of the Grantor relating thereto or represented thereby, and Grantor hereby constitutes Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Grantor, except with respect to any Patent or Trademark the Grantor shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to so do, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(vi) In the event Grantor knows or has reason to know that any Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, the Grantor shall promptly notify Lender after it learns thereof and shall.

unless the Grantor shall reasonably determine that such Patent or Trademark is of immaterial economic value to the Grantor which determination the Grantor shall promptly report to Lender, promptly sue for infringement, misappropriation or dilution, or take such other actions as the Grantor shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

5. Lender's Appointment as Attorney-in-Fact.

(a) Powers. Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name. from time to time after the occurrence, and during the continuation of, an Event of Default in Lender's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Grantor hereby gives Lender the power and right, on behalf of the Grantor without notice to or assent by the Grantor, to do the following:

(i) at any time when any Event of Default shall have occurred and is continuing, in the name of the Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable:

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) (a) to direct any party liable for any payment under any of the Collateral to make payment of any and all monies due or to become due thereunder directly to Lender or as Lender shall direct, (b) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (c) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (d) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (e) to defend any suit, action or proceeding brought against the Grantor with respect to any Collateral, (f) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or

releases as Lender may deem appropriate, (g) to assign any Trademark (along with goodwill of the business to which such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion determine, and (h) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option and the Grantor's expense, at any time, or from time to time, all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and the liens of Lender thereon and to effect the intent of this Security Agreement, all as fully and effectively as the Grantor might do.

Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. Grantor also authorizes Lender, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Lender. The powers conferred on Lender hereunder are solely to protect the interests of Lender in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

6. Performance by Lender of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Note, shall be payable by the Grantor to Lender on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing (a) all Proceeds received by Grantor consisting of cash, checks and other cash equivalents shall be held by the Grantor in trust for Lender, segregated from other funds of the Grantor, and shall, forthwith upon receipt by the Grantor, be turned over to Lender in the exact form received by Grantor (duly endorsed by Grantor to Lender, if required), and (b) any and all such Proceeds received by Lender (whether from Grantor or otherwise) shall promptly be applied by Lender against, the Obligations (whether matured or unmatured), such application to be in such order as Lender shall elect. Any balance of such Proceeds remaining after the Obligations shall have been paid in full

shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive the same.

8. Remedies. If an Event of Default shall occur and be continuing, Lender, may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Lender without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Grantor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or, contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any office of Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or on future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Grantor, which right or equity is hereby waived or released. Grantor further agrees, at Lender's request, to assemble the Collateral and make it available to Lender at places which Lender shall reasonably select, whether at the Grantor's premises or elsewhere. Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Lender hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as Lender may elect, and only after such application and after the payment by Lender of any other amount required by any provision of law, including, without limitation, Section 9-504(l)(c) of the UCC, need Lender account for the surplus, if any, to the Grantor. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against Lender arising out of the exercise by it of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the reasonable fees and disbursements of any attorneys employed by Lender to collect such deficiency.

9. Limitation on Duties Regarding Preservation of Collateral. Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Lender would deal with similar property for its own account. Neither Lender nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay

in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein Contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. Lender shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lender of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantor and Lender, provided that any provision of this Security Agreement may be waived by Lender in a written letter or agreement executed by Lender or by telex or facsimile transmission from Lender. This Security Agreement shall be binding upon the successors and assigns of the Grantor and Lender and shall inure to the benefit of Lender, Grantor and their successors and assigns.

15. Notices. All notices, requests and demands to or upon the Grantor or Lender to be effective shall be in writing or by telecopy or telex and unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or, in the case of mail, three days after deposit in the postal system, first class postage prepaid, or, in the case of telecopy notice, confirmation of receipt

received, or, in the case of telex notice, when sent, answerback received, addressed to a party at the address provided for such party in the Loan Agreement.

16. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee applicable to contracts to be wholly performed in such State.

17. Termination; Release. When the Obligations have been indefeasibly paid and performed in full, this Security Agreement shall terminate, and the Lender, at the request and sole expense of the Grantor, will execute and deliver to the Grantor the proper instruments (including Uniform Commercial Code termination statements) acknowledging the termination of this Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ECOSMART TECHNOLOGIES, INC.

By: 

Title: CEO

BIOGANIC SAFETY BRANDS, INC.

By: 

Title: CEO

LENDER:

AMSOUTH BANK

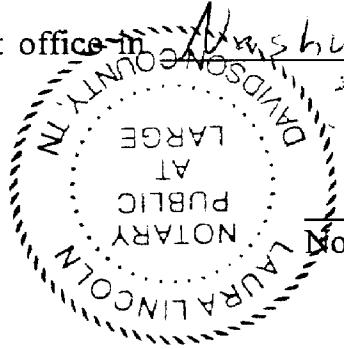
By: 

Title: Vice-Pres.

STATE OF TN)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Gregory McCullough, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CFO of ECOSMART TECHNOLOGIES, INC., the within named bargainer, a corporation, and that he as such CFO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CFO.

WITNESS my hand, at office in Nashville TN, this 4th day of June, 2001.



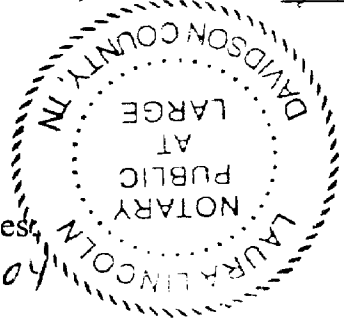
Laura Lincoln
Notary Public

My Commission Expires:
11-27-04

STATE OF TN)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Gregory McCullough with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CFO of BIOGANIC SAFETY BRANDS, INC., the within named bargainer, a corporation, and that he as such CFO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CFO.

WITNESS my hand, at office in Nashville, TN, this 4th day of June, 2001.



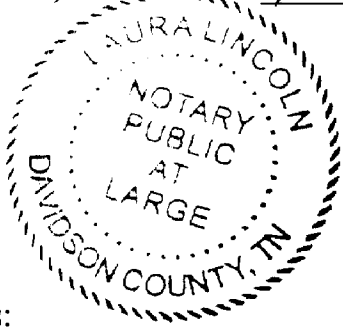
Laura Lincoln
Notary Public

My Commission Expires:
11-27-04

STATE OF TN)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared John Adcox with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the VP of AMSOUTH BANK, an Alabama state bank, and is authorized by the bank to execute this instrument on behalf of the bank by himself as such VP.

WITNESS my hand, at office, in Nashville TN, this 4th day of June, 2001.



Laura Lincoln
Notary Public

My Commission Expires:
11-8-04

SCHEDULE A

2

1

EcoSmart Technologies, Inc.
 Schedule of Pending and Granted Patents
 As of Monday, June 04, 2001

Appl. No.	Patent No.	City	Docket No.	Title
P990103938		AR	045112-0034	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
P990104963		AR	045112-0037	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS AND METHODS FOR CONTROLLING PESTS
P990106215		AR	045112-0043	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
P990106217		AR	045112-0047	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
P990106216		AR	045112-0051	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
P000100978		AR	045112-0061	HERBICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AND MIXTURES OR BLENDS THEREOF
P000101061		AR	045112-0065	NEMATOCIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AND MIXTURES OR BLENDS THEREOF
P000103241		AR	045112-0075	PESTICIDAL COMPOSITIONS CONTAINING PEPPERMINT OIL
P000103242		AR	045112-0079	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST MITES
P000103243		AR	045112-0083	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST TERMITES
P000103244		AR	045112-0087	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST DUST MITES
P000103245		AR	045112-0091	PESTICIDAL COMPOSITIONS CONTAINING ROSEMARY OIL
P000104063		AR	045112-0097	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST BEETLES
P010100720		AR	045112-0146	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST HUMAN BODY TISSUE
P010102542		AR	045112-0184	NON-HAZARDOUS PEST CONTROL
688,327		AU	94234-PCT(AU)	NON-HAZARDOUS PEST CONTROL
729441		AU	98123-PCT(AU)	NON-HAZARDOUS PEST CONTROL
52379/99		AU	045112-0109	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
21670/00		AU	045112-0151	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
P19912691-5		BR	045112-0110	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		BR	045112-0152	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
P19406551-9		BZ	98123-PCT(BR)	NON-HAZARDOUS PEST CONTROL
		BZ	94234-PCT(BR)	NON-HAZARDOUS PEST CONTROL
		CA	98123-PCT(CA)	NON-HAZARDOUS PEST CONTROL
2,163,246		CA	94234-PCT(CA)	NON-HAZARDOUS PEST CONTROL
2,338,361		CA	045112-0111	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		CA	045112-0153	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS

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NOT YET AVAILABLE		CA	045112-0173	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
NOT YET AVAILABLE		CA	045112-0177	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
		CN	94234-PCT(CN)	NON-HAZARDOUS PEST CONTROL
		CN	98123-PCT(CN)	NON-HAZARDOUS PEST CONTROL
99809097.2		CN	045112-0112	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		CN	045112-0154	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
PV2001-304		CZ	045112-0126	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		CZ	045112-0155	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
		EA	98123-PCT(EA)	NON-HAZARDOUS PEST CONTROL
		EP	94234-PCT(EA)	NON-HAZARDOUS PEST CONTROL
		EP	98123-PCT(EA)	NON-HAZARDOUS PEST CONTROL
99937574.4		EP	045112-0113	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
99937574.4		EP	045112-0113	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		EP	045112-0156	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
NOT YET AVAILABLE		EP	045112-0174	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
NOT YET AVAILABLE		EP	045112-0178	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
		HK	98123-PCT(HK)	NON-HAZARDOUS PEST CONTROL
		HU	98123-PCT(HU)	NON-HAZARDOUS PEST CONTROL
218,164		HU	94234-PCT(HU)	NON-HAZARDOUS PEST CONTROL
		HU	045112-0127	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		HU	045112-0157	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
W-200100486		ID	045112-0115	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		ID	045112-0159	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
119588		IL	96374-FPA	NON-HAZARDOUS PESTICIDES AND METHOD FOR THEIR USE

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140849		IL	045112-0116	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		IL	045112-0160	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
1145/Del98		IN	98124-FPA	NON-HAZARDOUS PEST CONTROL
1698/Del96		IN	96287-FPA	NON-HAZARDOUS PEST CONTROL
1700/DEL96		IN	96378-FPA	NON-HAZARDOUS PEST CONTROL
200100072		IN	045112-0114	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		IN	045112-0158	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
		JP	94234-PCT(JP)	NON-HAZARDOUS PEST CONTROL
		JP	98123-PCT(JP)	NON-HAZARDOUS PEST CONTROL
2000-561831		JP	045112-0117	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		JP	045112-0161	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
NOT YET AVAILABLE		JP	045112-0175	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
NOT YET AVAILABLE		JP	045112-0179	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
		KR	98123-PCT(KR)	NON-HAZARDOUS PEST CONTROL
220924		KR	94234-PCT(KR)	NON-HAZARDOUS PEST CONTROL
10-700171		KR	045112-0118	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		KR	045112-0162	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
		MX	98123-PCT(MX)	NON-HAZARDOUS PEST CONTROL
000697		MX	045112-0119	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		MX	045112-0163	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
NOT YET AVAILABLE		MX	045112-0176	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
NOT YET AVAILABLE		MX	045112-0180	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
		NO	94234-PCT(NO)	NON-HAZARDOUS PEST CONTROL
		NO	98123-PCT(NO)	NON-HAZARDOUS PEST CONTROL

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20010466		NO	045112-0120	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		NO	045112-0165	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS
				CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
267014		NZ	94234-PCT(NZ)	NON-HAZARDOUS PEST CONTROL
501,217		NZ	98123-PCT(NZ)	NON-HAZARDOUS PEST CONTROL
509394		NZ	045112-0128	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		NZ	045112-0164	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS
				CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
P345684		PL	045112-0129	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		PL	045112-0166	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS
				CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
		PO	98123-PCT(PL)	NON-HAZARDOUS PEST CONTROL
174547		PO	94234-PCT(PL)	NON-HAZARDOUS PEST CONTROL
2,146,446		RU	94234-PCT(RU)	NON-HAZARDOUS PEST CONTROL
2001102597		RU	045112-0121	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		RU	045112-0167	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
200007412-0		SG	045112-0122	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		SG	045112-0168	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
2001/00151		TR	045112-0130	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
46934		TR	045112-0170	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
88112895		TW	045112-0035	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
88119224		TW	045112-0039	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS AND METHODS FOR CONTROLLING PESTS
88121370		TW	045112-0044	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
88121372		TW	045112-0048	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
88121379		TW	045112-0052	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
89103875		TW	045112-0062	HERBICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AND MIXTURES OR BLENDS THEREOF
89104253		TW	045112-0066	NEMATOCIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AND MIXTURES OR BLENDS THEREOF
89112774		TW	045112-0076	PESTICIDAL COMPOSITIONS CONTAINING PEPPERMINT OIL
89112777		TW	045112-0080	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST MITES
89112776		TW	045112-0084	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST TERMITES
89112775		TW	045112-0088	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST DUST MITES

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89112737		TW	045112-0092	PESTICIDAL COMPOSITIONS CONTAINING ROSEMARY OIL
89115861		TW	045112-0098	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST BEETLES
90103607		TW	045112-0147	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST HUMAN BODY TISSUE
90112655		TW	045112-0185	NON-HAZARDOUS PEST CONTROL
2001010596		UA	045112-0131	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		UA	045112-0171	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
09/302,198		US	99125-PA	PESTICIDAL ACTIVITY OF PLANT ESSENTIAL OILS AND THEIR CONSTITUENTS
09/469,764		US	99415-PA-CIP2-DIV8	NON-HAZARDOUS PEST CONTROL
09/469,765		US	99416-PA-CIP2-DIV9	NON-HAZARDOUS PEST CONTROL
09/469,766		US	99417-PA-CIP2-DIV10	NON-HAZARDOUS PEST CONTROL
09/469,767		US	99413-PA-CIP2-DIV6	NON-HAZARDOUS PEST CONTROL
09/469,768		US	99414-PA-CIP2-DIV7	NON-HAZARDOUS PEST CONTROL
09/469,769		US	99412-PA-CIP2-DIV5	NON-HAZARDOUS PEST CONTROL
09/469,770		US	99411-PA-CIP2-DIV4	NON-HAZARDOUS PEST CONTROL
09/469,771		US	99389-PA-CIP2-DIV2	NON-HAZARDOUS PEST CONTROL
09/469,772		US	99410-PA-CIP2-DIV3	NON-HAZARDOUS PEST CONTROL
09/655,797		US	20298-PA-CIP-DIV	NON-HAZARDOUS PEST CONTROL
290/Del/2000		US	20123-PPA-CIP-DIV	A BASE AND POWDER COMPOSITION TO BE USED IN A PESTICIDAL COMPOSITION
		US	98116-PA-CIP2-DIV	NON-HAZARDOUS PEST CONTROL
60/083,759		US	98151-PPA	INSECTICIDAL ACTIVITY OF TERPENES AND PHENOLS: EFFECTS ON OCTOPAMINE RECEPTORS
60/085,204		US	98136-PPA	FUNGICIDE FROM ESSENTIAL OILS
		US	96050-PA-CIP	NON-HAZARDOUS PEST CONTROL
		US	3243-PA	NON-HAZARDOUS PEST CONTROL
		US	5,693,344	NON-HAZARDOUS PEST CONTROL
		US	94234-PCT	NON-HAZARDOUS PEST CONTROL
		US	97254-PA-CIP2	NON-HAZARDOUS PEST CONTROL
60/100,613		US	045112-0013	SYNERGISTIC INSECTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
09/362,189		US	045112-0014	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
60/123,752		US	045112-0015	NEMATOCIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AND MIXTURES OR BLENDS THEREOF
60/123,174		US	045112-0016	HERBICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AND MIXTURES OR BLENDS THEREOF
60/111,271		US	045112-0017	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
60/122,803		US	045112-0018	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
09/340,391		US	045112-0023	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS AND METHODS FOR CONTROLLING PESTS
60/140,844		US	045112-0024	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST MITES
60/140,846		US	045112-0025	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST TERMITES
60/140,843		US	045112-0026	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST DUST MITES
60/140,845		US	045112-0030	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST COCKROACHES
60/147,022		US	045112-0031	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS

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60/147,421		US	045112-0032	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST BEETLES
09/455,542		US	045112-0041	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
09/455,543		US	045112-0045	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
09/455,544		US	045112-0049	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
09/505,680		US	045112-0058	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST HUMAN BODY TISSUE
09/517,620		US	045112-0059	HERBICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AND MIXTURES OR BLENDS THEREOF
09/522,361		US	045112-0063	NEMATOCIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AND MIXTURES OR BLENDS THEREOF
09/578,707		US	045112-0069	PESTICIDAL COMPOSITIONS CONTAINING MENTHYL SALICYLATE
09/578,724		US	045112-0071	NON-HAZARDOUS PEST CONTROL
60/207,193		US	045112-0072	PESTICIDAL COMPOSITIONS CONTAINING MINERAL OIL AND/OR SOYBEAN OIL
09/604,397		US	045112-0074	PESTICIDAL COMPOSITIONS CONTAINING PEPPERMINT OIL
09/604,083		US	045112-0027	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST MITES
09/604,157		US	045112-0081	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST TERMITES
09/604,158		US	045112-0085	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST DUST MITES
09/604,082		US	045112-0089	PESTICIDAL COMPOSITIONS CONTAINING ROSEMARY OIL
09/630,571		US	045112-0095	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
09/633,621		US	045112-0099	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST BEETLES
NOT YET AVAILABLE		US	045112-0186	PESTICIDAL COMPOSITIONS CONTAINING MINERAL OIL AND/OR SOYBEAN OIL
1-00084		VN	045112-0124	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		VN	045112-0172	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
US94/05823		WO	94234-PCT	NON-HAZARDOUS PEST CONTROL
US98/07939		WO	98123-PCT	NON-HAZARDOUS PEST CONTROL
US99/20562		WO	99297-PCT	PESTICIDAL ACTIVITY OF PLANT ESSENTIAL OILS AND THEIR CONSTITUENTS
US99/17097		WO	045112-0022	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
US99/21009		WO	045112-0038	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS AND METHODS FOR CONTROLLING PESTS
US99/28888		WO	045112-0042	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
US99/28889		WO	045112-0046	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
US99/28766		WO	045112-0050	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS
US00/05478		WO	045112-0060	HERBICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AND MIXTURES OR BLENDS THEREOF

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US00/06115		WO	045112-0064	NEMATOCIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AND MIXTURES OR BLENDS THEREOF
US00/17683		WO	045112-0074	PESTICIDAL COMPOSITIONS CONTAINING PEPPERMINT OIL
US00/17675		WO	045112-0078	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST MITES
US00/17674		WO	045112-0082	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST TERMITES
US00/17678		WO	045112-0086	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST DUST MITES
US00/17676		WO	045112-0090	PESTICIDAL COMPOSITIONS CONTAINING ROSEMARY OIL
US00/21406		WO	045112-0096	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST BEETLES
US01/04985		WO	045112-0145	PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS AGAINST HUMAN BODY TISSUE
NOT YET AVAILABLE		WO	045112-0181	PESTICIDAL COMPOSITIONS CONTAINING MINERAL OIL AND/OR SOYBEAN OIL
NOT YET AVAILABLE		WO	045112-0182	PESTICIDAL COMPOSITIONS CONTAINING MENTHYL SALICYLATE
NOT YET AVAILABLE		WO	045112-0183	NON-HAZARDOUS PEST CONTROL
20010754		ZA	045112-0128	SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS
NOT YET AVAILABLE		ZA	045112-0169	CANCER TREATMENT COMPOSITION AND METHOD USING NATURAL PLANT ESSENTIAL OILS WITH SIGNAL TRANSDUCTION MODULATORS

EcoSmart Technologies, Inc.
 Schedule of Pending and Registered Trademarks
 As of Monday, June 04, 2001

Application/ Registration No.	Reg. No.	Chy	Trademark
75/713485		US	ARBORSAFE
75/429 899		US	ARBORSAFE
75/737032		US	ARBORSAFE AND DESIGN
75/912,358		US	ARBORYLL
76/119941		US	BIOGANIC
404285		MX	BIOGANIC & DESIGN
404286		MX	BIOGANIC & DESIGN
404287		MX	BIOGANIC & DESIGN
75/737033		US	BIOGANIC AND DESIGN
1039859		CA	BIOGANIC AND DESIGN
76/032912		US	BIOGANIC AND DESIGN
76/081928		US	BIOGANIC AND DESIGN
75/418837	2,216,458	US	BIOGANIC AND DESIGN
76/210724		US	BIOGANIC CARES
76/210826		US	BIOGANIC CARES and design
76/119943		US	BIOGANIC SAFETY BRANDS
2082832		EU	BIOGANIC SAFETY BRANDS
464155		MX	BIOGANIC SAFETY BRANDS
1086540		CA	BIOGANIC SAFETY BRANDS
463808		MX	BIOGANIC SAFETY BRANDS
76/172984		US	BIOGANIC SAFETY BRANDS and Design
1093602		CA	BIOGANIC SAFETY BRANDS and design
473263		MX	BIOGANIC SAFETY BRANDS and design
2001-0008909		KR	BIOGANIC SAFETY BRANDS and Design
75/406 403		US	ECOAG
76/135826		US	ECOIPM
75/218 715	2,257,564	US	ECOPCO
76/032,661		US	ECOVET
76/124726		US	GREEN NURTURE
799026		IN	HEXA-HYDROXYL
810846		EU	HEXA-HYDROXYL
820767468		BZ	HEXA-HYDROXYL
878 672		CN	HEXA-HYDROXYL
75/270,952	2,304,524	US	HEXA-HYDROXYL
76/119942		US	INDUSTRIAL STRENGTH BIOGANIC
75/385,379	2,362,741	US	MISCELLANEOUS DESIGN
76/216075		US	PUTTING FAMILIES FIRST
76/081927		US	SHOOBUG
75/582,651		US	THE SMART INSECTICIDE