

06-10-2002



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U.S. Department of Commerce
Patent and Trademark Office

Attorney Docket No. B05727-00010

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-22-02 Enterprise Capital Management Inc. Additional names of conveyed party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Hedley Technologies Inc. Street Address: 2601 Matheson Blvd., Suite 5 City: Mississauga State: Ontario Zip: L4W 5A2 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of Conveyance <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Notice of Release, Relinquishment & Discharge of Security Interest		Execution Date: February 5, 2002 <div style="text-align: right;"> 05-22-2002 <small>U.S. Patent & TMO/TM Mail Rcpt Dt. #66</small> </div>	
4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is _____ A. Trademark Application No(s). B. Trademark Registration No(s). 2,510,742 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Lawrence H. Meier Downs Rachlin Martin PLLC 199 Main Street P.O. Box 190 Burlington, Vermont 05402-0190 802-863-2375		6. Total number of applications and patents involved: One (1) 7. Total fee (37 CFR 3.41): \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Authorized to charge any deficiencies in the enclosed fees to deposit account	
		8. Deposit account number: 04-1588 (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
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. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> Lawrence H. Meier </div> <div> <u>5/20/02</u> Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> 06/07/2002 UNRECORDED 00000000 2510742 01 FC:401 </div> <div> 40.00 OP </div> <div> Total number of pages, including cover sheet <u>4</u>. </div> </div>			

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REEL: 002520 FRAME: 0923

NOTICE OF RELEASE, RELINQUISHMENT & DISCHARGE
OF SECURITY INTEREST

WHEREAS Enterprise Capital Management Inc. (the "Creditor") and Hedley Technologies Inc. (the "Debtor") entered into a Loan Agreement dated as of June 9, 1999 ("Loan Agreement"), by which the Debtor granted to the Creditor a security interest in certain property, including the trade marks and patents set forth in Schedule A attached (the "Trade Marks and Patents"); and

WHEREAS the aforementioned security interest in the Trade Marks and Patents was confirmed in an Assignment, executed on June 9, 1999 by the Debtor and subsequently registered at the Canadian Intellectual Property Office; and


WHEREAS the Creditor has agreed to release the Debtor from its obligations under the Loan Agreement and to discharge the security granted by the Debtor for such obligations; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

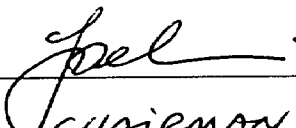
1. The Creditor hereby relinquishes, releases and terminates all of its rights, title and interests in and to all the Trade Marks and Patents.
2. The Agent hereby directs the Registrar of Trademarks (Canada), Commissioner of Trademarks (Canada) and Director of the United States Patent and Trademark Office to record the present Notice of Release, Relinquishment and Discharge of security interest in such places as he deems necessary or advisable to give effect hereto.
3. The Creditor agrees to execute, at the sole expense of the Debtor, all such financing statements, discharges, assignments and conveyances, documents and interests as the Debtor, as the case may be, may reasonably require to discharge the security held by the Creditor which is released pursuant to the present Notice of Release, Relinquishment and Discharge of security interest or any registrations or filings in respect thereof.
4. The present Notice may be executed in separate counterparts by the parties hereto, each of which when executed and delivered shall be an original, but all of which shall constitute but one and the same instrument.
5. The present Notice is executed in accordance with and is subject to, governed by and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have executed this Notice under the hand of their proper officers duly authorized in that regard on their behalf as of the 5th day of February, 2002.

ENTERPRISE CAPITAL MANAGEMENT INC.

By: 
Title: Managing Partner

HEDLEY TECHNOLOGIES INC.

By: 
Title: CHAIRMAN & CEO

SCHEDULE A

Trade Marks

INSECOLO	Canadian Registration No. TMA 401,436
PROTECT-IT	Canadian Registration No. TMA 516,079
PROTECT-IT	U.S. Registration No. 2,510,742

Patents

Diatomaceous	Canadian Application No. 2,149,164
Earth insecticidal composition	