

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Liquid Waste Technology, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: February 14, 2003

2. Name and address of receiving party(ies):

Name: Peter A. Bowe

Internal Address: _____

Street Address: 208 E. Montgomery St.

City: Baltimore State: MD Zip: 21230

- Individual(s) citizenship Maryland, United States
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s): 76/190081

B. Trademark Registration No.(s)

2004302; 1478297; 2243055

Additional number(s) attached Yes No

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

Name: Linda Tiller

Internal Address: _____

Blackwell Sanders Peper Martin LLP

Street Address: 2300 Main, Suite 1000

City: Kansas City State: MO Zip: 64108

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41)..... \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-0160

(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.

Linda Tiller
Name of Person Signing


Signature

March 11, 2003
Date

Total number of pages including cover sheet, attachments and document: 4

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 17th 2003, by LIQUID WASTE TECHNOLOGY, INC., a Maryland corporation ("Grantor"), in favor of PETER A. BOWE, a Maryland resident ("Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Promissory Note dated as of the date hereof given by Grantor to Secured Party (the "Note"), Grantor is indebted to Secured Party;

WHEREAS, in connection with the Note, Grantor is required to execute and deliver to Secured Party, that certain Security Agreement dated as of the date herewith (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIQUID WASTE TECHNOLOGY, INC.

Martin E. Barnes
MARTIN E. BARNES
DIRECTOR

By *Peter A. Bowe*
Name PETER A BOWE
Title PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

Peter A. Bowe
PETER A. BOWE

ACKNOWLEDGMENT OF GRANTOR

STATE OF *Maryland*)
) SS
COUNTY OF *Anne Arundel*)

On this 14th day of February, 2003 before me personally appeared MARTIN E. BARNES, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LIQUID WASTE TECHNOLOGY, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Myma LaBarre
Notary Public

Myma LaBarre
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires: August 22, 2006

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
IMS – LOGO plus words	2004302	10/01/96
VERSI-DREDGE	1478297	03/01/88
STARWHEEL	2243055	05/04/99
WEEDMASTER	[not final]	[filed 1/8/01—published for opposition 11/19/02]