

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benetech, Inc.		05/26/2004	CORPORATION: ILLINOIS
Benetech Investments Corp.		05/26/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Gladstone Capital Corporation
Street Address:	1616 Anderson Road
Internal Address:	Suite 208
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2671587	TDM
Registration Number:	2099745	PACS
Registration Number:	1872129	
Registration Number:	1572942	DUSTMALER

CORRESPONDENCE DATA	
Fax Number:	(703)456-8100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7034568024
Email:	plamm@cooley.com
Correspondent Name:	Patricia A Lamm
Address Line 1:	11951 Freedom Drive
Address Line 2:	15th Floor
Address Line 4:	Reston, VIRGINIA 20190

ATTORNEY DOCKET NUMBER:	300475140
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CH \$115.00 2671587

NAME OF SUBMITTER:

Patricia A. Lamm

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 26, 2004 by and between **GLADSTONE CAPITAL CORPORATION**, a Maryland corporation, as Lender (as defined in the Credit Agreement) (“**Lender**”) and **BENETECH INVESTMENTS CORP.**, a Delaware corporation (“**Borrower**”) and **BENETECH, INC.**, an Illinois corporation (“**Co-Borrower**”), together with the Borrower, the “**Grantors**”).

### RECITALS

**WHEREAS**, Borrower and Lender entered into that certain Credit Agreement of even date herewith (the “**Credit Agreement**”) pursuant to which Lender has agreed to loan funds to Borrower, with such loans to be evidenced by Borrower’s issuance to Lender of certain Notes in the aggregate principal amount of Six Million, Five Hundred Thousand (\$6,500,000) (the “**Notes**”). As a condition of the loans, Lender required that Grantors grant to Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement).

**WHEREAS**, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to the Co-Borrower in connection with the operation of its business; and

**WHEREAS**, the Co-Borrower is a wholly-owned subsidiary of the Borrower and will derive substantial direct and indirect benefits from the making of the extensions of credit under the Credit Agreement.

**WHEREAS**, pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), each Grantor has granted to Lender a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, each Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The security interest is granted in conjunction with the security interest granted to Lender

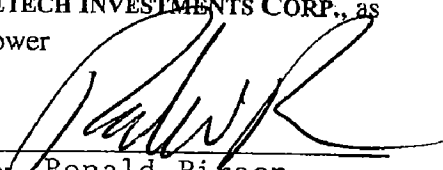
under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all Intellectual Property (as defined in the Credit Agreement) rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


**[Remainder of this page left intentionally blank]**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BENETECH INVESTMENTS CORP., as  
Borrower**

By:   
Name: Ronald Pircon  
Title: President

**BENETECH, INC., as Co-Borrower**

By:   
Name: Ronald Pircon  
Title: President

**GLADSTONE CAPITAL CORPORATION,  
as Lender**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BENETECH INVESTMENTS CORP., as  
Borrower**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BENETECH, INC., as Co-Borrower**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GLADSTONE CAPITAL CORPORATION,  
as Lender**

By: Virginia Rollins  
Name: VIRGINIA G. ROLLINS  
Title: PRINCIPAL

*Signature Page to Intellectual Property Security Agreement*

**SCHEDULE A**  
**COPYRIGHTS**

None.

**SCHEDULE B****PATENTS**

Borrower: None

Co-Borrower:

<u>Title of Patent</u>	<u>Registration/ Application No.</u>	<u>Registration/Filing Date</u>
Inhibition of Reflective Ash Build-Up in Coal Fired Furnaces	6,613,110	September 2, 2003
Process For Removing Sulfur Dioxide out of a Gas	6,066,304	May 23, 2000
Method for Treating Coke and Coal and Products Produced Thereby	5,578,239	November 26, 1996
Method for Treating Coke and Coal and Products Produced Thereby	5,536,429	July 16, 1996
Methods and Compositions for Short Term Residual Dust Control	5,409,626	April 25, 1995
Method for Controlling Dusting of Coke and Coal	5,310,494	May 10, 1994
Phosphate Rock Utilization	4,834,787	May 30, 1989
Additional claims for US 6,613,110	10/606719	June 26, 2003
Improved residual dust control chemical formulation	10/265,973	October 7, 2002



## TRADEMARKS

Borrower: None

Co-Borrower:

<u>Trademarks, Tradenames or Service Marks</u>	<u>Registration/ Application No.</u>	<u>Registration/Filing Date</u>
TDM	2671587	January 7, 2003
PACS	2099745	September 23, 1997
Clean & Green (logo)	1872129	January 10, 1995
Dustmaler	1572942	December 26, 1989