

12/29/03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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01-02-2004



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

To the Honorable Commissioner of Patents

with the attached original documents or copy thereof.

1. Name of conveying party(ies): AgION Technologies, Inc.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), Change of Name, Other

Execution Date: December 19, 2003

2. Name and address of receiving party(ies)

Name: Paladin Capital Management II, LLC

Internal

Address:

Street Address: 245 Perimeter Center Parkway

City: Atlanta State: GA Zip: 30328

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked)

Additional name(s) & address(es) attached? Yes No (No checked)

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

A. Trademark Application No.(s) 76/127361; 78/213026

B. Trademark Registration No.(s) 2243472; 2220883

Additional number(s) attached Yes No (No checked)

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

Name: John S. Paniaguas

Internal Address: Katten Muchin Zavis Rosenman

Street Address: 525 West Monroe Street Suite 1600

City: Chicago State: IL Zip: 60661-3693

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$

- Enclosed, Authorized to be charged to deposit account (checked)

8. Deposit account number:

50-1214

DO NOT USE THIS SPACE

9. Signature.

John S. Paniaguas Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

12/31/2003 DBYRNE 00000109 76127361

01 FC:8521 02 FC:8522

40.00 OP 75.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Refund Ref: 12/31/2003 DBYRNE 0000133056 CHECK Refund Total: \$45.00

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 19th day of December, 2003 by AgION Technologies, Inc., a Delaware corporation ("Grantor"), in favor of Paladin Capital Management II, LLC, in its capacity as Agent for the Lenders parties to the Loan Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, the Grantor is the successor by merger to AgION Technologies (DE) LLC, a Delaware limited liability company, which is the successor by merger to AgION Technologies L.L.C., a Connecticut limited liability company; both mergers occurred on December 30, 2002;

WHEREAS, Grantor and Grantee, among others, are parties to that certain Secured Loan Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof among Grantor, Grantee and the Lenders (as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with all Proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations and liabilities (including, but not limited to, the principal of, and interest on, the Notes, and all indemnities, fees and interest thereon or owed thereunder) of Grantor and the other Loan Parties to Grantee and the Lenders under or pursuant to the Loan Documents, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all Proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringements of any Trademark and (b) injury to the goodwill associated with any Trademark.

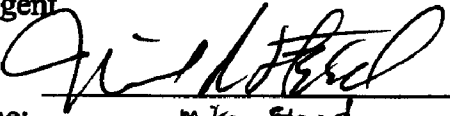
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AGION TECHNOLOGIES, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

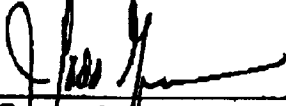
Agreed and Accepted
As of the Date First Written Above

PALADIN CAPITAL MANAGEMENT II, LLC,
as Agent

By: 
Name: Mike Steed
Title: Managing Director

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AGION TECHNOLOGIES, INC., a Delaware corporation

By: 
Name: J. L. SCOTT
Title: PRESIDENT & CEO

Agreed and Accepted
As of the Date First Written Above

PALADIN CAPITAL MANAGEMENT II, LLC,
as Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement
60234240

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
HEALTHSHIELD	2243472	5/4/99
KURANSIL	2220883	1/26/99

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
AgION (Stylized)	76/127361	9/13/00
AgION (Stylized)	78/213026	2/10/03