

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Environmental Applied Research Technology House-Earth (Canada) Corporation		12/14/2004	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	NATIONAL BANK OF CANADA
Street Address:	600 de La Gauchetiere Street West
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H3B 4L2
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2356804	RECOVROIL
Registration Number:	2344878	RPA
Serial Number:	76294952	TORR

CORRESPONDENCE DATA

Fax Number: (860)286-0115
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (860) 286-2929

Email: TM@CantorColburn.com

Correspondent Name: George A. Pelletier, Jr.

Address Line 1: 55 Griffin Road South

Address Line 2: Cantor Colburn LLP

Address Line 4: Bloomfield, CONNECTICUT 06002

DOMESTIC REPRESENTATIVE

CH \$90.00 2356804

Name: George A. Pelletier, Jr.
Address Line 1: 55 Griffin Road South
Address Line 2: Cantor Colburn LLP
Address Line 4: Bloomfield, CONNECTICUT 06002

NAME OF SUBMITTER:	George A Pelletier, Jr.
Signature:	/GAPjr/
Date:	12/21/2004

Total Attachments: 7
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HYPOTHEC ON THE UNIVERSALITY OF MOVABLE PROPERTY

GRANTED BY: **ENVIRONMENTAL APPLIED RESEARCH TECHNOLOGY HOUSE-EARTH (CANADA) CORPORATION / MAISON DE RECHERCHE APPLIQUÉE ET DE TECHNOLOGIE EN MATIÈRE ENVIRONNEMENTALE - CORPORATION EARTH (CANADA)**, a company duly constituted under the *Canada Business Corporations Act*, having its head office at 1210 St-Antoine East, Montreal (Quebec) H2L 2R1, herein acting and represented by Alain Ferland, its President, hereunto duly authorized pursuant to a resolution of the board of directors duly adopted on October 26 2004.

(hereinafter the "Grantor")

IN FAVOUR OF: **NATIONAL BANK OF CANADA**, a Canadian chartered bank duly constituted under the *Bank Act (Canada)* having an establishment at 600 de La Gauchetière Street West, ground floor, Montreal (Quebec) H3B 4L2, herein acting and represented by Manon Daigneault, its Account Manager, duly authorized as she so declares. Notice of its address has been registered at the Register of Personal and Movable Real Rights under number 000072.

(hereinafter the "Creditor")

1. HYPOTHEC: DESCRIPTION OF CHARGED PROPERTY

The Grantor hereby hypothecates in favour of the Creditor the universality of its movable property, corporeal and incorporeal, present and future, of any nature whatsoever and wheresoever situated (hereinafter the "Charged property") and, with respect to incorporeal or intangible property, property located outside of the Province of Québec or used in more than one jurisdiction, creates a security interest in the Charged property (the hypothec and the security interest are hereinafter collectively referred to as the "Hypothec"), the whole including without limitation the following universalities of present and future properties:

1.1 Property in Stock

All property in stock or inventory of any nature and kind of the Grantor whether in its possession, in transit or held on its behalf, including, without limitation, all raw materials, work in progress or materials used or consumed in the business of the Grantor and all other goods and all products and by-products thereof or derived therefrom, manufactured, produced or purchased for sale, lease or resale by the Grantor, or procured for such manufactured products, sale, lease or resale and all goods, wares and merchandises used or procured for the packing or shipping of any of the foregoing, and all the goods, wares and merchandises, products and by-products thereof or derived therefrom, so manufactured, produced or purchased for sale, lease or resale.

The Property in stock held by third parties pursuant to a lease agreement, a leasing contract, a franchise or license agreement, or any other agreement entered into with the Grantor or on its behalf, is also subject to this Hypothec.

consent or approval of the applicable counterparty, a governmental authority or any other person, the Hypothec on any such property shall be under the suspensive condition of obtaining such leave, license, consent or approval.

1.3 Securities

All securities (including shares, debentures, units, bonds, obligations, rights, options, warrants, debt securities, investment certificates, units in mutual funds) held by the Grantor or on its behalf; as well as all those which are delivered by the Grantor to the Creditor or to a third party on its behalf from time to time.

1.4 Equipment and Road Vehicles

All the equipment, office furniture, computers, source code, software, tools, machinery, rolling stock (including road vehicles), spare parts and additions.

1.5 Trade Marks and Other Intellectual Property Rights

All of the Grantor's rights in any trade mark, copyright, industrial design, patent, invention, trade secret, know-how, plant breeders' right, computer software and all related source code, topography of integrated circuits and in any other intellectual property right (registered or not) including, if any, improvements, modifications, updates and adaptations thereto as well as rights in any action pertaining to the protection, in Canada or abroad, of any such intellectual property rights, including those listed in Schedule "A", rights to use, rights in and to licenses granted in favour of the Grantor and rights in and to licenses granted by the Grantor, present or future.

1.6 Fruits and Revenues

All fruits and revenues emanating from the above Charged property, including without limitation equipment, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the Creditor or which has been charged under any other deed.

1.7 Records and Others

All records, data, vouchers, invoices and other documents related to the Charged property described above, including without limitation computer programs, disks, tapes and other means of electronic communications as well as the rights of the Grantor to recover such property from third parties, receipts, client lists, directories and other similar property.

Where, under the terms of any of the above paragraphs, the Hypothec charges a universality of property, all property which is acquired, transformed, produced or manufactured after the date of this agreement shall be charged by the Hypothec, whether or not such property has been acquired in replacement of other Charged property which may have been alienated by the Grantor in the ordinary course of business, whether or not such property results from a transformation, mixture or combination of any Charged property, and in the case of securities, whether or not they have been issued pursuant to the purchase, redemption, conversion or cancellation or any other transformation of the charged securities and without the Creditor being required to register or re-register any notice whatsoever, the object of the Hypothec being a universality of present and future property.

11.17 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Québec, including the rules related to conflicts of laws provided for thereunder.

12. ENGLISH LANGUAGE

The parties hereto confirm that the present agreement has been drawn up in the English language at their request. Les parties aux présentes confirment que la présente convention a été rédigée en langue anglaise à leur demande.

EXECUTED in the City of Montreal, Province of Quebec, on the 14th day of December, 2004.

**ENVIRONMENTAL APPLIED RESEARCH
TECHNOLOGY HOUSE-EARTH (CANADA)
CORPORATION / MAISON DE RECHERCHE
APPLIQUÉE ET DE TECHNOLOGIE EN
MATIÈRE ENVIRONNEMENTALE -
CORPORATION EARTH (CANADA)**

per: Alain Ferland
Alain Ferland

NATIONAL BANK OF CANADA

per: _____
Manon Daigneault

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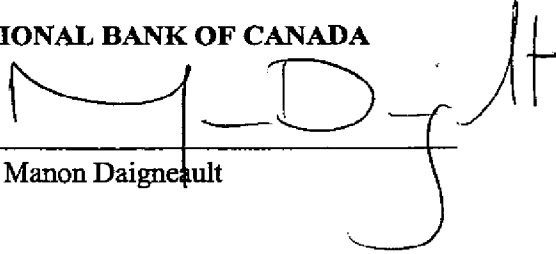
EXECUTED in the City of Montreal, Province of Quebec, on the 14th day of December, 2004.

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TECHNOLOGY HOUSE-EARTH (CANADA)
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APPLIQUÉE ET DE TECHNOLOGIE EN
MATIÈRE ENVIRONNEMENTALE -
CORPORATION EARTH (CANADA)**

per: _____
Alain Ferland

NATIONAL BANK OF CANADA

per: _____
Manon Daigneault

A handwritten signature in black ink, appearing to read 'M. Daigneault', written over a horizontal line. The signature is stylized and cursive.

SCHEDULE "A"

A.1 Trade Marks and Other Intellectual Property (par. 1.5)

1. Issued patents or patent applications

2. Registered trade-marks or trade-mark applications pending

Owner	Trade-mark	Jurisdiction	Registration/Application No.	Registration/Application Date
Environmental Applied Research Technology House-Earth (Canada) Corporation	RECOVROIL	United States	2,356,804	June 13, 2000
Environmental Applied Research Technology House-Earth (Canada) Corporation	RPA	United States	2,344,878	April 25, 2000
Environmental Applied Research Technology House-Earth (Canada) Corporation	TORR	United Kingdom	2,287,510	December 6, 2001
Environmental Applied Research Technology House-Earth (Canada) Corporation	TORR	United States	76/294,952	August 6, 2001

A 2 Existing Classes (see 2.11)