

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 Support Solutions, Inc.		07/19/2005	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Grayhawk Venture Fund I, L.P.
Street Address:	5050 N. 40th Street
Internal Address:	Suite 310
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85018
Entity Type:	LIMITED PARTNERSHIP: ARIZONA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78336720	ESS
Serial Number:	78414620	ESS
Serial Number:	78331136	ESSENTIAL SUITE
Registration Number:	2106923	REFRIGERANT JOURNAL SOFTWARE
Registration Number:	2610854	ERECORD VAULT.COM
Registration Number:	2914650	EZ MANIFEST II
Registration Number:	2949445	WEBCOMPLY

CORRESPONDENCE DATA

Fax Number: (602)664-2091
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 602-640-9311
 Email: trademarks@omlaw.com
 Correspondent Name: Jonathan F. Ariano

CH \$190.00 78336720

Address Line 1: 2929 North Central Avenue
Address Line 2: Suite 2100
Address Line 4: Phoenix, ARIZONA 85012

NAME OF SUBMITTER:	Jonathan F. Ariano
Signature:	/jonathan.f.ariano/
Date:	07/19/2005

Total Attachments: 6
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 19, 2005, is executed by Environmental Support Solutions, Inc., an Arizona corporation (the "Debtor"), in favor of the Collateral Agent (as defined in the Security Agreement (as defined below)). The parties listed on Annex A hereto are sometimes referenced to herein as "Secured Parties."

A. Pursuant to a Secured Note and Warrant Purchase Agreement, dated as of July 19, 2005 (the "Purchase Agreement"), among Debtor and Secured Parties, and a Security Agreement, dated as of July 19, 2005 (the "Security Agreement"), executed by Debtor in favor of the Collateral Agent on behalf of the Secured Parties, Secured Parties have agreed to extend certain loans to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor owns the registered trademarks, and/or applications for registered trademarks (including intent-to-use trademarks), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to the Collateral Agent, in accordance with the provisions of Section 6(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to the Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event.

D. Debtor hereby grants, to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, a security interest in all right, title and interest of Debtor in and to the Trademarks, together with any renewals thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Upon termination of the security interest granted pursuant to the Security Agreement, the security interest granted herein shall terminate and all rights to the Trademarks and the Collateral shall revert to Debtor.


Secured Parties' addresses are set forth on Annex A hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest in Trademarks to be executed as of the day and year first above written.

DEBTOR:

Environmental Support Solutions, Inc., an Arizona corporation

By: 
Print Name: ROBERT JOHNSON
Print Title: PRESIDENT CEO

Address: 1620 W. Fountainhead Pkwy.
Suite 100
Tempe, Arizona 85282
Facsimile: (480) 346-5599

ANNEX A

Secured Party Name and Notice Address:

Grayhawk Venture Fund I, L.P.
5050 N. 40th Street, Suite 310
Phoenix, Arizona 85018
Facsimile: (602) 956-8080

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Issuance</u>
REFRIGERANT JOURNAL SOFTWARE (word)	2106923	10/21/1997
ERECORD VAULT.COM (word)	2610854	8/20/2002
EZ MANIFEST II (word)	2914650	12/28/2004
WEBCOMPLY	2949445	5/10/2005

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date of Filing</u>
ESS (word)	78336720	12/4/2003
ESS and design (design)	78414620	5/6/2004
ESSENTIAL SUITE (word)	78331136	11/20/2003

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RECORDED: 07/19/2005

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