

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Biophysics Corp.		04/17/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2726322	AMERICAN BIOPHYSICS
Registration Number:	2572949	TAKING BACK NEIGHBORHOODS ONE YARD AT A TIME
Registration Number:	2926009	
Registration Number:	2931985	LUREVAC
Registration Number:	2906995	LUREX
Registration Number:	3008321	M MOSQUITO MAGNET
Registration Number:	2433595	MOSQUITO MAGNET
Serial Number:	76487933	FATAL ATTRACTION FOR MOSQUITOES
Serial Number:	78401483	COUNTERFLOW TECHNOLOGY
Serial Number:	78433323	
Serial Number:	78586543	LUREX3
Serial Number:	76582856	M MOSQUITO MAGNET

**CORRESPONDENCE DATA**

**CH \$315.00 2726322**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007  
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	6040183 TM
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	05/05/2006

**Total Attachments: 22**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 17<sup>th</sup> day of April, 2006 by and between **AMERICAN BIOPHYSICS CORP.**, a Delaware corporation, with offices at 140 Frenchtown Road, North Kingstown, Rhode Island 02852 ("Grantor"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Lender").

### RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated as of April 17, 2006 between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

**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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses"); and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be

unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate

financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Lender of its intent to register such Copyrights or Mask Works and has provided Lender with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lender may reasonably request in order to maintain the perfection and priority of Lender's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lender a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lender to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lender of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred

in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information

that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.



EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

140 Frenchtown Rd.  
North Kingstown, RI 02852

\_\_\_\_\_

GRANTOR:

AMERICAN BIOPHYSICS CORP.

By: Ch C M LaPlante

Name: Christopher LaPlante

Title: Chief Financial Officer

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXECUTED** as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

**Address of Grantor:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**GRANTOR:**

**AMERICAN BIOPHYSICS CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SILICON VALLEY BANK**

By: Mark Speerling

Name: Mark Speerling

Title: V.P.

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated April 17, 2006.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None.

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
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None.

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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None.

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated April 17, 2006.

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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See attached.

**EXHIBIT B**

<u>Country</u>	<u>Title (USPTO)</u>	<u>Patent # / Reg. Date</u>	<u>Parent App / Assoc Ref. (if applicable)</u>	<u>Status / Expiration Date</u>
USA	System for Trapping Flying Insects and a Method for Making the Same	US 6,840,005 B2; 1/11/2005	Based on 1-PRO filed 10/4/01	Granted; 10/4/20022
USA	System for Trapping Flying Insects and a Method for Making the Same	US 6,892,492 B2		Granted; 10/04/2022
USA	Counterflow Insect Trap	US 6,286,249 B1 9/11/01		Granted
USA	Method and Device for producing CO2 gas for trapping insects	Re-exam cert #6,145,243 C1 iss. 7/8/2003		Granted 11/14/2000 Re-exam cert. Issued
USA	Trap with Flush Valve	6,817,140 B1 11/16/2004		Granted; 5/27/2023
USA	Reset tool for a gas fuel tank and a method for using the same	6,848,466 2/1/2005		Granted; 4/10/2023
USA	Trap system for reducing the entry of flying insects to a defined area	5,813,166 9/29/1998		Granted 9/29/2015

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated April 17, 2006.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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See attached.

ABC TRADEMARKS

Country	Trademark	Applicant	Application / Registration / Serial No.	Registration Date / Filing Date	Class	Status	Due Date
USA	"American Biophysics"	ABC	Reg. No. 2726322	8/18/00 - App. Date		Registered (10 yrs)	Renewal=6/17/09
USA	Fatal Attraction for Mosquitoes	ABC	Serial No. 76/487933	2/6/2003 - Filing Date		Registered	12/26/2011
USA	"Taking Back Neighborhoods One Yard at a Time"	ABC	Reg. No. 2,572,949	5/28/02 - Reg. Date	21		4/28/2008
USA	(LUREVAC) Miscellaneous Design	ABC	Serial No. 78/316,731; Reg. No. 2,926,009	10/20/2004; Reg. Date 2/8/05	21	Registered	1. 2/8/2015 2. 2/8/2011
USA	Counterflow Technology	ABC	78/401483	4/14/2004	21	1. Exam. Atty refused reg. 2. Office Action -	
USA	LUREVAC (Mark)	ABC	Reg. No. 2,931,985	3/8/2005	21	Registered	
USA	LUREVAC Design (chemicals)	ABC	78/433323	6/10/2004	1	Registered	12/19/2011
USA	Lurex	ABC	Reg. No. 2,906,995	Reg. Date 11/30/04		Registered	11/30/2010
USA	Lurex <sup>3</sup>	ABC	Serial #78/586543	Filed 3/14/2005		Filed; 6 mos from filing date to file apps outside US	
USA	M Mosquito Magnet & Design (Horizontal Orientation)	Woodstream	Serial No. 76/582,856	3/24/2004	5,21	Pending	
USA	M Mosquito Magnet & Design (Vertical Orientation)	Woodstream	Serial No. 76/582,855 Reg No. 1 3,008,321	3/24/2004 10-25-05	5,21	Registered	
USA	* Mosquito Magnet (word mark)	Woodstream	2433595	3/28/2000		Registered	3/6/2007

\*Licensed from Woodstream

ABC TRADEMARKS

Country	Trademark	Applicant	Application / Registration / Serial No.	Registration Date / Filing Date	Class	Status	Due Date
Argentina	Mosquito Magnet & Design	Woodstream	Serial No. 2494857	2/13/2004	21	Filed	2/13/04
Argentina	Mosquito Magnet (word mark)	Woodstream	Serial No. 2494856	2/13/2004	21	Filed	2/13/04
Australia	Mosquito Magnet & Design	Woodstream	983657	12/30/2003		Rec'd Deed of Settlement b/w Savage & Woodstream	dtd 1-1-06
Australia	Mosquito Magnet (word mark)	Woodstream	983656	12/30/2003		Rec'd Deed of Settlement b/w Savage & Woodstream	dtd 1-1-06
Australia(Madrid Protocol)	LUREVAC	ABC	USPTO Ref. #21230776; Int. Reg. #824,687	Grant of Protection - 4/21/04		Published 11/18/04	
Australia(Madrid Protocol)	LUREVAC (design)	ABC	USPTO Ref. #21230776; Int. Reg. # 824,687	Grant of Protection - 4/21/04	21	Published 6/1/04	
Brazil	Mosquito Magnet & Design	Woodstream	Serial No. 826170358	12/30/2003	21	Published	
Brazil	Mosquito Magnet (word mark)	Woodstream	Serial No. 826170366	12/30/2003	21	Pending	
Canada	LUREVAC	ABC	1214074				
Canada	LUREVAC (design)	ABC	1214072	4/21/2004		Pending	
Canada	Mosquito Magnet & Design	Woodstream	App. No. 1205595 TMA 636,572	2/6/2004		Registered 4-1-20	
Canada	Mosquito Magnet (word mark)	Woodstream	App. No. 1205597 TMA 636,336	1/6/2004	5, 21	Registered 3-30-20	
Chile	Mosquito Magnet & Design	Woodstream	Serial No. 648679	2/13/2004		Registered (10 yrs)	1/12/2015
Chile	Mosquito Magnet (word mark)	Woodstream	Serial No. 648678	6/4/2004	5, 21	Registered (10 yrs)	
China	American Biophysics Corp.	ABC	Serial No. 3269559	8/9/2002	21	Initial refusal; review stmnt. filed	2 years
China	Lorex	ABC	Reg. No. 3269558	1/12/2004	5	Registered (10 yrs)	on or b/f 1/6/2014
China	Mosquito Magnet	Woodstream		filed 3/17/04	1	Filed	
China	Mosquito Magnet & Design	Woodstream	Serial No. 3911259	2/13/2004	1	Pending	
China	Mosquito Magnet & Design	Woodstream	Serial No. 3911258	2/13/2004	21	Pending	
China	Mosquito Magnet (word mark)	Woodstream	Reg./App. No. 3003167	10/24/2001	21	Registered (10 yrs)	8/20/06
China	Mosquito Magnet (word mark)	Woodstream	not available as yet	3/17/2004	1	Pending	
China	Mosquito Magnet & Design	Woodstream	not available	5/4/2004	21	Pending	
China	Mosquito Magnet & Design	Woodstream	not available	5/4/2004	5	Pending	
China	Mosquito Magnet (word mark)	Woodstream	not available	5/4/2004	21	Pending	
China	Mosquito Magnet (word mark)	Woodstream	not available	5/4/2004	5	Pending	
China	LUREVAC	ABC	3796885			Published 2/7/05	5/7/2005
China	LUREVAC	ABC	1214072	4/21/2004		Registered	4/21/2007
China	LUREVAC Design (traps)	ABC	Reg # 3,796,885	4/21/2004		Registered	4/21/2014
China	Mosquito Magnet & Design	Woodstream	Serial No. 3617305	1/7/2004		Pending	

REF ID: A663303 TRADEMARK: 0604



ABC TRADEMARKS

Country	Trademark	Applicant	Application / Registration / Serial No.	Registration Date / Filing Date	Class	Status	Date Date
EU (CTM)	Mosquito Magnet & Design	Woodstream	361289	1/17/2004	5, 21	Registered	1/17/2014
EU (CTM)	Mosquito Magnet (word mark)	Woodstream	App. No. 003617289	1/17/2004	5, 21	1-7-2014	
EU (CTM)	Mosquito Magnet (word mark)	Woodstream	3617305	1/17/2004	5, 21	CTM search complete	
Hong Kong	Mosquito Magnet & Design	Woodstream	300134324	12/29/2003		Registered	Exp. Dec. 29, 2013
Hong Kong	Mosquito Magnet (word mark)	Woodstream	300134315	12/29/2003		Registered	Exp. Dec. 29, 2013
India	Mosquito Magnet & Design	Woodstream	App. No. 1269515	2/27/2004	21	Pending	Published 8-2-05
India	Mosquito Magnet (word mark)	Woodstream	App. No. 1269516	2/27/2004	21	Approved-publication	awaiting hrg outcome
Japan	Mosquito Magnet & Design	Woodstream	Reg. No. 04807363	12/26/2003	21	Reg. Cert. iss. 10/1/04	By 10/1/09
Japan	Mosquito Magnet (word mark)	Woodstream	4594196	10/26/2001		Registered	8/9/2007
Japan (under Madrid Protocol)	Larevac (design)	ABC	USPTO Ref. # Z1230776; Int'l Reg. #824,687	4/21/2004	21	Grant of Protection	
Japan: Madrid Protocol	LUREVAC (Mark)	ABC	Int. Reg. #827293	Int'l. Reg. 4/21/04	1	Registered	4/21/2014
Korea: Madrid Protocol	LUREVAC (Mark)	ABC	USPTO Ref. #Z1230777	Jap. Reg. date: 4/21/04			
Korea	Mosquito Magnet & Design	Woodstream	Int. Reg. #827293	Issuing #8-5-2003-000174989; issued 2/21/2005	21	Application Published	
Korea	Mosquito Magnet & Design	Woodstream	Issuing #8-5-2004-000973637		21	Fee Paid; Registration expected	
Korea	Mosquito Magnet (word mark)	Woodstream			21	Paid; Registration expected	
Madrid Protocol	LUREVAC Design (logo)	ABC	Int. Reg. #824,687;	Reg. 4/21/04	21	Registered	Prmt. Due 4/21/14
Malaysia	Mosquito Magnet & Design	Woodstream	Serial No. 2004/01748	2/17/2004	5	Pending	
Malaysia	Mosquito Magnet & Design	Woodstream	Serial No. 2004/01749	2/17/2004	21	Pending	
Malaysia	Mosquito Magnet (word mark)	Woodstream	Serial No. 2004/01751	2/17/2004	5	Pending	
Malaysia	Mosquito Magnet (word mark)	Woodstream	Serial No. 2004/01750	2/17/2004	21	Pending	
Malaysia	LUREVAC	ABC	App. No. 652697	4/21/2004	21	Reg. 6/18/04 (10 yrs)	4/21/2014
Malaysia	LUREVAC Design (traps)	ABC	App. No. 652698	4/21/2004	21	Reg. 6/24/04 (10 yrs)	4/21/2014
Malaysia	Mosquito Magnet & Design	Woodstream	Reg. No. 839902				
Malaysia	Mosquito Magnet & Design	Woodstream	642792	1/16/2004		Registered	5/17/19/2014

ABC TRADEMARKS

Country	Trademark	Applicant	Application / Registration / Filing Date	Registration Date / Filing Date	Class	Status	Due Date
Mexico	Mosquito Magnet (word mark)	Woodstream	642794; filed 1/16/04	Reg. #857530		Registered	bf 2/19/2014
Mexico	MAGNET	Woodstream	732251	8/10/2005		Registered	8/4/2015
New Zealand	Mosquito Magnet & Design	Woodstream	706461	Filed 1/5/2004	5, 21	Registered	1/5/2014
New Zealand	Mosquito Magnet (word mark)	Woodstream	706460	Filed 1/5/2004	5, 21	Registered	1/5/2014
Pakistan	Mosquito Magnet (word mark)	Woodstream	n/a	5		Pending	
Pakistan	Mosquito Magnet (word mark)	Woodstream	n/a	21		Pending	
Pakistan	Mosquito Magnet & Design	Woodstream	n/a			proposed	
Philippines	Mosquito Magnet & Design	Woodstream	App. No. 4-2004-000516	1/19/04 - Filing Date	21	Reached for Exam	
Philippines	Mosquito Magnet (word mark)	Woodstream	Serial No. 4-2004-000515	1/19/2004	21	Allowed; pub. Fee paid	
RSA	Mosquito Magnet & Design	Woodstream	App. No. 2004/01728	2/9/2004	21	Pending	11/2/04
RSA	Mosquito Magnet (word mark)	Woodstream	2004/01727	2/9/2004	21	Pending	
Russian Fed.	Mosquito Magnet & Design	Woodstream	Serial No. 2003725695	12/25/2003; reg. 1/11/04	21	registered; cert #280840	12/15/2013
Russian Fed.	Mosquito Magnet (word mark)	Woodstream	Serial No. 2003725576	12/24/2003	5	Registered	12/24/2013
Singapore	Mosquito Magnet & Design	Woodstream	App. No. T0320895B	12/30/2003	5	Published 10/29/04	12/30/2013
Singapore	Mosquito Magnet & Design	Woodstream	TM No. T0320896J	12/30/2003	21	Registered	12/30/2013
Singapore	Mosquito Magnet (word mark)	Woodstream	App. No. T0320890A	12/30/2003	5	Registered (10 yrs)	
Singapore	Mosquito Magnet (word mark)	Woodstream	TM No. T0320891Z	12/30/2003	21	Published 9/17/04	
South Korea	Mosquito Magnet & Design	Woodstream	Serial No. 40-2003-57698	12/29/2003	21	Registered	12/30/2015
South Korea	Mosquito Magnet (word mark)	Woodstream	Serial No. 40-2003-57697	12/29/2003	21	Registered	
Taiwan	Mosquito Magnet & Design	Woodstream	App. No. 93005071	2/10/2004	5,9,21	Registered; marks must be used by or b/4 in commerce by this date; 12/15/14 - pay renewal fees	
Taiwan	Mosquito Magnet (word mark)	Woodstream	Reg. #1133022			abandonment	
Taiwan	Mosquito Magnet (word mark)	Woodstream	App. No. 93005073	2/10/2004	5,9,21	Registered; marks must be used by or b/4 in commerce by this date; 12/15/14 - pay renewal fees	
Taiwan	Mosquito Magnet (word mark)	Woodstream	Reg. #1133023			abandonment	
Thailand	MAGNET	Woodstream	571403	11/5/2004	21	Pending	
Thailand	MAGNET	Woodstream	571407	11/5/2004	5	Pending	
Thailand	Mosquito Magnet & Design	Woodstream	566742	9/24/2004	5	Pending	
Thailand	Mosquito Magnet & Design	Woodstream	566742	9/8/2004	21	Pending	
Thailand	Mosquito Magnet (word mark)	Woodstream		5		Not filed; filed app. to register "MAGNET" instead.	
United Kingdom	Mosquito Magnet & Design	Woodstream				POA sent to TM Ofc	
United Kingdom	Mosquito Magnet (word mark)	Woodstream	10588	8/19/2004		Pending	
United Kingdom	Midge Magnet	ABC	2300531	5/21/2004	series of 5; classes 5,1,21	Registered	
United Kingdom	Midge Magnet (word only)	ABC	2311510	9/25/2002	5,9,21	Registered 12/5/2004	9/25/2012

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated April 17, 2006.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>

None.

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated April 17, 2006.

EXHIBIT "E"

LICENSES

See attached.

943178.1

**SETTLEMENT AGREEMENT  
AND CROSS-LICENSE**

This Settlement Agreement and Cross-License ("Agreement"), effective July 26, 2002, is between American Biophysics Corporation, a Rhode Island corporation having a principal place of business at 2240 South County Trail, East Greenwich, Rhode Island 02818 ("American Biophysics") and Armatron International, Inc., a Massachusetts corporation having a principal place of business at 15 Highland Avenue, Malden, MA 02148 ("Armatron"). American Biophysics and Armatron are collectively referred to as the "Parties" and individually referred to as "Party" in this Agreement.

Whereas the Parties are engaged in litigation in the United States District Court for the District of Rhode Island in Civil Action Nos. CA 01 353 L and CA 01 520 L (the "Lawsuits") and the Parties desire to settle the Lawsuits on the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, the ongoing business relationship between the Parties, and for other good and valuable consideration, the receipt of which is hereby acknowledged, American Biophysics and Armatron agree as follows:

1. In accordance with the July 26, 2002 Letter of Understanding between counsel for the Parties, attached as Exhibit 1, this Agreement sets forth the terms and conditions under which the Parties shall settle the Lawsuits.
2. All claims and counterclaims, by both parties, in the Lawsuits shall be dismissed with prejudice by entry of the Stipulation of Dismissal, attached as Exhibit 2. Each party will bear its own attorney's fees and costs.
3. Upon execution of this Agreement, the Parties hereby release and forever discharge each other, their attorneys, agents, employees, successors, and assigns, from all liability arising from the conduct alleged in the Lawsuit, as well as from all matters, claims, counterclaims, causes of action, and demands that could have been placed in issue or controversy therein with respect to existing products.
4. As used herein, "American Biophysics Patents" shall mean United States Patent No. 6,145,243 entitled "Method and Device Producing CO<sub>2</sub> Gas For Trapping Insects" and United States Patent No. 6,286,249 entitled "Counterflow Insect Trap," and any reexamined or reissued versions thereof, any foreign counterparts thereof, and any related patents that may issue subsequently out of divisional, continuation, or continuation-in-part applications.
5. As used herein, "American Biophysics Products" shall mean existing American Biophysics products and insubstantial variations thereof.
6. As used herein, "Armatron Patents" shall mean any patent(s) that issues from United States Patent Application No. 10/077,175 entitled "Insect Lure and Trap System," and any reexamined or reissued versions thereof, any foreign counterparts thereof, and any

related patents that may issue subsequently out of divisional, continuation, or continuation-in-part applications.

7. As used herein, "Armatron Products" shall mean existing Armatron products and variations thereof, that do not incorporate American Biophysics' horn shaped counterflow entrance geometry.
8. American Biophysics represents and warrants that it has a right to enter into this Agreement with Armatron on its behalf.
9. American Biophysics represents and warrants in respect to the American Biophysics Patents that it has legal power to extend the rights granted to Armatron in this Agreement and that American Biophysics has not made and will not make any commitments to others inconsistent with or in derogation of such rights.
10. Armatron represents and warrants that it has a right to enter into this Agreement with American Biophysics on its behalf.
11. Armatron represents and warrants in respect to the Armatron Patents that it has legal power to extend the rights granted to American Biophysics in this Agreement and that Armatron has not made and will not make any commitments to others inconsistent with or in derogation of such rights.
12. The parties hereby enter into a cross-license, having no net economic impact, as follows:
  - a. American Biophysics hereby grants Armatron a fully paid-up nonexclusive, nontransferable, non-assignable, non-sublicensable license under the American Biophysics Patents to make, use, offer for sale, and sell the Armatron Products, except as noted below.
  - b. Armatron hereby grants American Biophysics a fully paid-up, nonexclusive, nontransferable, non-assignable, non-sublicensable license under the Armatron Patents to make, use, offer for sale, and sell the American Biophysics Products, except as noted below.
  - c. Exceptions to the cross-license are:
    - i. The cross-license shall not authorize the sale of any product to other manufacturers for resale under private label.
    - ii. The cross-license shall not apply to any products manufactured outside the United States for importation in to the United States unless American Biophysics engages in such practices.
    - iii. The cross-license shall not include the right to grant sublicenses, implied licenses, or any other licenses.

13. In respect to the cross-license, the Party that is licensor shall have no responsibility for any claims for damages caused from the products manufactured and marketed by the Party that is licensee through the use of any of such licensor's patents in accordance with this Agreement.
14. In respect to the cross-license, the grant of a license under any Party's patents herein shall not be construed as any warranty against infringement of patents owned by any third party, nor as a warranty that any patents are valid or enforceable.
15. Armatron will mark its existing products, in accordance with the patent statutes, with the numbers of U.S. Patent Nos. 6,145,243 and 6,286,249.
16. Armatron shall upon execution hereof, immediately certify to the EPA that Armatron is aware of American Biophysics' Octenol registration (EPA File Symbol #72563-R) and does not object to the issuance of this registration. Armatron will also immediately notify the EPA that American Biophysics has been reinstated for sales of Octenol. Armatron will undertake to supply Octenol to American Biophysics on the same terms as the previously existing distribution arrangements.
17. Other than in defense of itself and its customers in any future action for infringement of the original or reexamined claims of U.S. Patent Nos. 6,145,243 and 6,286,249, Armatron will never assert that any claims (reexamined and/or original) of U.S. Patent Nos. 6,145,243 and 6,286,249 are invalid or unenforceable, and further will never voluntarily assist any other party in asserting that any claims (reexamined and/or original) of U.S. Patent Nos. 6,145,243 and 6,286,249 are invalid or unenforceable.
18. Armatron will not utilize in its products the external shape and/or configuration of American Biophysics' current product, such as the horn-shaped counterflow entrance geometry.
19. Neither Party will disparage the products of the other Party.
20. Nothing contained in this Agreement shall constitute any Party a partner, joint venture, agent or representative of any other Party or to create any relationship of trust or partnership. No Party shall have the authority to act for, or incur obligations on behalf of, any other Party except as provided specifically in this Agreement.
21. This Agreement and the performance of the Parties hereunder shall be governed by, construed, and enforced under by the laws of the state of Rhode Island and the Federal laws of the United States, with the exception of its conflict of law rules.
22. The U.S. District Court for the District of Rhode Island shall retain jurisdiction over the parties for the purposes of enforcing the terms of this Agreement and granting any such additional relief as may be necessary and appropriate.
23. This Agreement, together with the attachments hereto, contains the entire understanding of the Parties and shall only be amended by a written document, duly executed on behalf of the respective Parties. This Agreement supersedes all prior understandings,

representations, negotiations and correspondence between the Parties, including all courses of performance, course of dealing, and usage of trade.

24. Any term or terms of this Agreement held to be void by a court of competent jurisdiction shall be severed from this Agreement and replaced by a term or terms that results in equivalent economic and legal outcomes as the severed provision. The remainder of the Agreement, as amended, shall continue in full force and effect.
25. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same Agreement.

The signatures below, as representatives of the Parties, acknowledge the acceptance of the terms and conditions of this Agreement.

**AMERICAN BIOPHYSICS CORP.**

By: *[Signature]*

Title: Treasurer

Date: 1/28/03

**ARMATRON INTERNATIONAL, INC.**

By: *Charles J. Ausman*

Title: President

Date: 2/4/03