

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
APV Acquisition Corp.		07/21/2006	CORPORATION: DELAWARE
Adapco, Inc.		07/21/2006	CORPORATION: FLORIDA
Vector Disease Control, Inc.		07/21/2006	CORPORATION: DELAWARE
Precision Control Technology, Inc.		07/21/2006	CORPORATION: FLORIDA
Advanced Specialized Technologies, Inc.		07/21/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Patriot Capital Funding, Inc.		
Street Address:	274 Riverside Avenue		
Internal Address:	First floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78911228	VOLTURE	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	nathaniel.panek@goldbergkohn.com		
Correspondent Name:	Nathaniel Panek		
Address Line 1:	55 East Monroe St.		
Address Line 2:	Ste. 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5654.008		

OP \$40.00 78911228

NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nathaniel panek/
Date:	07/26/2006

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of July 21, 2006 by and among APV ACQUISITION CORP., a Delaware corporation ("Parent"), ADAPCO, INC., a Florida corporation, VECTOR DISEASE CONTROL, INC., a Delaware corporation, and PRECISION CONTROL TECHNOLOGY, INC., a Florida corporation (each, an "Operating Company" and, collectively, the "Operating Companies"), and ADVANCED SPECIALIZED TECHNOLOGIES, INC., a Minnesota corporation (together with Parent and the Operating Companies, the "Grantors" and each, individually, a "Grantor"), and PATRIOT CAPITAL FUNDING, INC., a Delaware corporation, with a mailing address at 274 Riverside Avenue, First Floor, Westport, Connecticut 06880 ("Secured Party"), in its capacity as agent for the Purchasers identified in the Senior Secured Loan Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among the Grantors, Secured Party and the Purchasers party thereto dated of even date herewith.

RECITALS

A. Pursuant to the Loan Agreement, the Grantors have issued to the Purchasers thereunder Notes dated as of even date herewith (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, the "Notes"). The purchase and sale of the Notes is governed by the Loan Agreement. Capitalized terms used herein without definition shall be defined in the manner set forth in the Loan Agreement.

B. In order to induce the Purchasers to purchase the Notes in accordance with the Loan Agreement, and in consideration therefor, the Grantors have agreed to grant to the Secured Party, for the benefit of the Purchasers, a lien on and security interest in all of the Grantors' trademarks, copyrights, patents, whether now or hereafter existing, owned or acquired, all pursuant to the terms of this Agreement in order to secure, for the benefit of the Purchasers, (i) the due and punctual payment of (A) the principal and interest (including, without limitation, interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding regardless of whether allowed or allowable in such proceeding) on the Notes, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (B) all other monetary obligations of the Grantors under the Notes, the Loan Agreement, this Agreement or the other Purchase Documents, including, but not limited to, fees, costs, expenses and indemnities provided for thereunder, whether primary, secondary, direct, contingent, fixed or otherwise (including, without limitation, monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding regardless of whether allowed or allowable in such proceeding), and (ii) the due and punctual performance (as applicable) of the covenants, agreements, obligations and liabilities of the Grantors under or pursuant to the Loan Agreement, the Notes, this Agreement or the other Purchase Documents, whether

direct or indirect, absolute or contingent, now or hereafter existing, due or to become due (the liabilities and obligations described in the foregoing clauses (i) and (ii) being referred to herein collectively as the "Obligations").

C. It is a condition precedent to the purchase and acceptance of the Notes by the Purchasers that the Grantors execute and deliver this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and provisions set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, agree as follows:

Section 1. **Grant and Reaffirmation of Grant of Security Interest in the Collateral; Obligations Secured.**

(a) Each Grantor hereby:

(1) collaterally assigns, pledges and grants to the Secured Party, for the benefit of Secured Party and the Purchasers under the Loan Agreement, a continuing security interest in, and acknowledges and agrees that the Secured Party, for the benefit of Secured Party and the Purchasers under the Loan Agreement, has and shall continue to have a continuing security interest in, any and all right, title and interest of such Grantor, whether now existing or hereafter acquired or arising, in and to the following, as security for the Obligations:

i. **Patents.** Patents, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any ownership rights (the term "Patent" means and includes (A) all letters patent of the United States of America, now existing or hereafter acquired, all registrations and recordings thereof, and all applications for letters patent of the United States of America, now existing or hereafter acquired, including without limitation registrations, recordings and applications therefor in the United States Patent and Trademark Office or any other country or any political subdivision thereof and (B) all reissues, continuations, continuations-in-part or extensions thereof), including without limitation each Patent listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in any of the foregoing;

ii. **Patent Licenses.** Patent Licenses, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights under any Patents owned by any other Person (the term "Patent Licenses" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including without limitation each Patent License listed on Schedule A-2 hereto;

iii. **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any ownership rights (the term "Trademarks" means and includes (A) all trademarks,

trade names, trade styles, service marks and logos, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America or any state thereof and (B) all renewals thereof), including without limitation each Trademark application and registration listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

iv. **Trademark Licenses.** Trademark Licenses, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights under any Trademarks owned by any other Person (the term "Trademark Licenses" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including without limitation the agreements described in Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed;

v. **Copyrights.** Copyrights and Copyright registrations, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term "Copyrights" means and includes (A) all original works of authorship fixed in any tangible medium of expression, now existing or hereafter authored or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States of America or any state thereof and (B) all renewals thereof), including without limitation each Copyright registration listed on Schedule C-1 hereto;

vi. **Copyright Licenses.** Copyright Licenses, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights under any Copyrights owned by any other Person (the term "Copyright Licenses" means and includes any written agreement granting to any person any right to use or exploit any Copyright or Copyright registration of another person), including without limitation the agreements described in Schedule C-2 hereto; and

vii. **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including without limitation (A) any claim of such Grantor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (B) any claims by such Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with

the use of, or symbolized by, any Trademark or of any Trademark licensed under any Trademark License, (C) any claim of such Grantor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (D) any claim by such Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (A), (B) and (C);

all of the foregoing being herein sometimes referred to as the "Collateral", with the items included in clauses (i), (iii), (v) and (as applicable) (vii) of the foregoing being herein sometimes referred to as the "Owned Collateral" and the terms included in clauses (ii), (iv), (vi) and (as applicable) (vii) of the foregoing being herein sometimes referred to as the "Licensed Collateral";

(2) provided, however, the Collateral described above shall not include any interest of such Grantor in any contract, license, permit or similar general intangible if the granting of a security interest therein is prohibited by the terms of the written agreement creating or evidencing such contract, license, permit or similar intangible, provided, further, that, notwithstanding anything set forth in the proviso set forth above to the contrary, to the extent not prohibited by law, the Secured Party, for the benefit of the Secured Party and the Purchasers, shall at all times have a security interest in all rights of such Grantor to payments of money due or to become due under any such contract, license, permit or similar general intangible, and all proceeds thereof, and, if and when the prohibition which prevents the granting of a security interest in any such property is removed, terminated or otherwise becomes unenforceable as a matter of law, the Secured Party will be deemed to have, and at all times to have had, a security interest in such property and the Collateral will be deemed to include, and at all times to have included, such property; and

(3) provided, further, that the Collateral described above shall not include any "intent-to-use" Trademarks of the Grantors until such time as the Grantors begin to use such Trademarks.

(b) This Agreement, including the security interest granted hereunder, is made and given to secure, and shall secure, the prompt payment or performance in full when due, whether by lapse of time, acceleration or otherwise, of the Obligations.

Section 2. **Continuing Agreement; Termination and Release.** This Agreement is made for collateral purposes only. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Obligations shall have been fully paid. Upon such termination of this Agreement, the security interests provided for hereunder shall be released and the Secured Party shall, upon the request and at the expense of the Grantors, forthwith deliver such of the Collateral as may

then be in the possession of the Secured Party and as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of the Grantors. Said release and delivery shall include an instrument in form recordable in the United States Patent and Trademark Office and the United States Copyright Office by which the Secured Party shall terminate and release its security interest in any and all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses, including each registration thereof and application therefor, granted to the Secured Party pursuant to this Agreement.

Section 3. **No Release.** Nothing set forth in this Agreement shall relieve the Grantors from the performance of any term, covenant, condition or agreement on the Grantors' part to be performed or observed under or in respect of any of the Collateral or from any liability to any party under or in respect of any of the Collateral or impose any obligation on the Secured Party to perform or observe any such term, covenant, condition or agreement on the Grantors' part to be so performed or observed or impose any liability on the Secured Party for any act or omission on the part of the Grantors relative thereto or for any breach of any representation or warranty on the part of the Grantors contained in this Agreement or under or in respect of the Collateral or made in connection herewith or therewith.

Section 4. **Use of Collateral.** Notwithstanding anything to the contrary contained herein, until an "Event of Default" (as defined in the Loan Agreement) has occurred and is continuing and until otherwise notified by the Secured Party that it is exercising its remedies hereunder, the Grantors may continue to exploit, license, use, enjoy and protect the Collateral throughout the world and the Secured Party shall from time to time execute and deliver, upon reasonable written request of the Grantors, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of the Grantors to enable the Grantors to continue to exploit, license, use, enjoy and protect the Collateral throughout the world.

Section 5. **Representations and Warranties of the Grantors.** Grantors hereby represent and warrant to the Secured Party as follows:

(a) Grantors are, and, as to the Collateral acquired by them from time to time after the date hereof, Grantors will be, the owners or, as applicable, licensees of all the Collateral. Grantors' rights in the Collateral are and shall remain free and clear of any lien, pledge, security interest, encumbrance, assignment, collateral assignment or charge of any kind, including without limitation any filing of, or agreement to file, a financing statement as any Grantor under the Uniform Commercial Code or any similar statute, except for the lien and security interest created by this Agreement and the other Purchase Documents and Permitted Liens. Grantors have made no other assignment, conveyance, transfer or agreement in conflict with the liens granted hereby. Grantors further represent and warrant to the Secured Party that Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto, respectively, are true and correct lists of all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses owned or used by the Grantors as of the date hereof, and

that Schedules A-1, B-1 and C-1 are true and correct lists of all Patents, Trademarks and Copyrights owned or used by the Grantors as of the date hereof that are registered with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be.

(b) Grantors have made all necessary filings and recordations to protect their interests in the Owned Collateral in each case to the extent a failure to do so could reasonably be expected to have a Material Adverse Effect.

(c) Grantors own directly or have rights to use all the Collateral and all rights with respect to any of the foregoing used in or necessary for the business of the Grantors in the ordinary course as presently conducted, except where the failure to own or have such rights would not have a Material Adverse Effect. The use of the Collateral and all rights with respect to the foregoing by the Grantors does not, to the actual knowledge of the Grantors, infringe, in any material respect, on the rights of any party, nor has any claim of such material infringement been made.

(d) Upon the filing of financing statements including the Collateral in the appropriate offices under the Uniform Commercial Code, and the filing of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, this Agreement will create a valid and duly perfected lien on and security interest in the Owned Collateral which is registered in and with the United States of America effective against purchasers from and creditors of the Grantors, subject to no prior liens or encumbrances other than Permitted Liens.

Section 6. **Covenants and Agreements of the Grantors.** Grantors hereby covenant and agree with the Secured Party as follows:

(a) On a continuing basis, the Grantors will, at their own expense, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places within the United States of America, all such instruments, including without limitation appropriate financing and continuation statements and collateral agreements, and take all such action as may reasonably be deemed necessary by the Secured Party (i) to carry out the intent and purposes of this Agreement, (ii) to assure and confirm to the Secured Party the grant or perfection of the security interest in the Collateral intended to be created hereby, subject to no prior Liens or encumbrances other than Permitted Liens, for the benefit of the Secured Party or (iii) to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral.

(b) Without limiting the generality of the foregoing paragraph (a) of this Section 6, the Grantors (i) will not enter into any agreement that would materially impair or conflict with the Grantors' obligations hereunder; (ii) will, promptly after becoming aware thereof, notify the Secured Party of (x) any final adverse determination in any proceeding in the United States Patent and Trademark Office or the United States Copyright Office with respect to the Owned Collateral or (y) the institution of any proceeding or any adverse

determination in any federal, state or local court or administrative body regarding the Grantors' claims of ownership in any of the Owned Collateral or the Grantors' right to use any of the Licensed Collateral, their right to register any such Owned Collateral or their right to keep and maintain such registration; (iii) will preserve and maintain all material rights in the Collateral, unless no longer used in the ordinary course of the Grantors' business or no longer deemed necessary to the Grantors' business; (iv) will not grant or permit to exist any lien or encumbrance upon or with respect to the Collateral or any portion thereof except Permitted Liens and will not execute any security agreement or financing statement covering any of the Collateral except in favor of the Secured Party or in respect of Permitted Liens; (v) will not permit to lapse or become abandoned (unless no longer used in the ordinary course of the Grantors' business or no longer deemed necessary to the Grantors' business), or settle or compromise any pending or future material litigation or material administrative proceeding with respect to, any Collateral that could reasonably be expected to have a Material Adverse Effect without the prior written consent of the Secured Party, or, except for Permitted Liens and licenses of Collateral in the ordinary course of business, contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, the Collateral or any portion thereof; (vi) upon the Grantors obtaining knowledge thereof, will promptly notify the Secured Party in writing of any event that could reasonably be expected to have a Material Adverse Effect on the value of the Collateral or the rights and remedies of the Secured Party in relation thereto, including without limitation a levy or threat of levy or any legal process against any such Collateral that could reasonably be expected to have a Material Adverse Effect; (vii) will keep reasonable records respecting the Collateral; (viii) hereby authorize the Secured Party, in its sole discretion, to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of the Grantors where permitted by law; (ix) will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Secured Party may reasonably request, all in reasonable detail; (x) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and similar taxes or impositions payable in respect of the Collateral except as otherwise permitted by the terms of the Loan Agreement; and (xi) comply in all material respects with all laws, rules and regulations applicable to the Collateral.

(c) If, before the Obligations shall have been indefeasibly paid in full in cash, the Grantors shall obtain any rights to or become entitled to the benefit of any new Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and be and become subject to the collateral assignment, lien and security interest created hereby, as the case may be, without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If the Grantors so obtain or become entitled to any of the rights described above, the Grantors shall promptly give written notice thereof to the Secured Party. The Grantors agree to confirm the attachment of the lien and security interest created hereby to any such rights described above by execution of instruments, including, but not limited to, instruments for recordation with the United States

Patent and Trademark Office and the United States Copyright Office, in form and substance reasonably satisfactory to the Secured Party.

(d) The Grantors shall notify the Secured Party promptly following the last day of each Fiscal Quarter of the Grantors of any future Collateral registered with the United States Patent and Trademark Office or the United States Copyright Office, or constituting any Patent License, Trademark License or Copyright License, and, upon receipt of such notice by the Secured Party, Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto, as applicable, shall be deemed amended to include reference to any such future Collateral.

(e) The Grantors shall prosecute diligently applications for the Patents, Trademarks and Copyrights now or hereafter pending and make application on unpatented but patentable inventions and registrable but unregistered Trademarks and Copyrights, that, in each case, in the Grantors' reasonable business judgment would be materially beneficial to the business of the Grantors in the ordinary course as presently, and as now contemplated will be, conducted, file and prosecute opposition and cancellation proceedings with respect to Owned Collateral, and perform all acts reasonably necessary to preserve and maintain all rights in the Collateral, unless as to any Patent, Trademark or Copyright, in the reasonable business judgment of the Grantors, such Patent, Trademark or Copyright (or the registration thereof or application therefor) has become immaterial or obsolete to such business of the Grantors. Any expenses incurred in connection with such actions shall be borne by the Grantors.

Section 7. **Supplements; Further Assurances.** The Grantors (i) agree that each of them will join with the Secured Party in executing and, at their own expense, file and refile, or permit the Secured Party to file and refile, such financing statements, continuation statements and other instruments and documents (including without limitation this Agreement) in such offices (including without limitation the United States Patent and Trademark Office and the United States Copyright Office) as the Secured Party may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Secured Party hereunder and (ii) hereby authorize the Secured Party to file and refile such instruments and documents and any other instruments or documents related thereto without the signature of the Grantors where permitted by law and (iii) agree to do such further acts and things, and to execute and deliver to the Secured Party such additional instruments and documents, as the Secured Party may reasonably require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Secured Party its rights, powers and remedies hereunder. All of the foregoing are to be at the sole cost of the Grantors. Any reasonable costs of the foregoing incurred by the Secured Party shall be payable by the Grantors upon demand, together with interest thereon from the date of incurrence until so paid, and shall constitute additional Obligations.

Section 8. **Remedies.** Upon the occurrence and during the continuation of any Event of Default, the Secured Party shall have all of the rights and remedies provided for under the Security Agreement with respect to the Collateral. Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default, the

Secured Party may to the full extent permitted by applicable law, with ten (10) days' prior notice to the Grantors, and without advertisement, notice, hearing or process of law of any kind, all of which the Grantors hereby waive, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including without limitation any and all consensual rights and powers with respect to the Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use, any or all of the Collateral or any part hereof, in each case free of all rights and claims of the Grantors therein and thereto, but subject to any licenses in the Collateral and any other binding contractual obligations with respect thereto permitted under the terms of this Agreement and in effect at such time. In that connection, the Secured Party shall have the right, subject to such licenses and other contractual obligations, to cause any or all of the Collateral to be transferred of record into the name of the Secured Party or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Secured Party may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals.

Section 9. **Power of Attorney.** The Grantors hereby irrevocably appoint the Secured Party, its nominee, or any other person whom the Secured Party may designate as the Grantors' attorney-in-fact, with full authority in the place and stead of the Grantors and in the name of the Grantors, the Secured Party or otherwise, upon the occurrence and during the continuation of any Event of Default as part of any exercise of remedies hereunder, to take any action and to execute any instrument which the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation to record an assignment of the Trademarks and Trademark Licenses, if any, to the Secured Party with the United States Patent and Trademark Office, to prosecute diligently any Patent, Trademark or Copyright or any application for Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks or Copyrights, to file and prosecute opposition and cancellation proceedings with respect to the Owned Collateral, to do all other acts necessary or desirable to protect and preserve all rights in Collateral and otherwise to file any claims or take any action or institute any proceedings which the Secured Party may reasonably deem necessary or desirable to accomplish the purposes of this Agreement. The reasonable expenses of the Secured Party, including the reasonable fees and expenses of its counsel, incurred in connection with the foregoing shall be payable by the Grantors. The Grantors hereby ratify and approve all acts of any such attorney and agree that neither the Secured Party nor any such attorneys will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Obligations have been fully paid and satisfied.

Section 10. **Incorporation of Security Agreement.** Article VI of the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. If any provision contained in this Agreement

conflicts with any provision of the Security Agreement, the provision contained in the Security Agreement shall govern and control.

Section 11. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to conflict of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby.

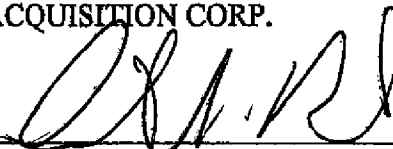
Section 12. **Counterparts.** This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall constitute an original, but all of which when taken together shall constitute but one contract, and shall become effective when copies hereof which, when taken together, bear the signatures of each of the parties hereto shall be delivered or mailed to Secured Party.

[signatures on following pages]

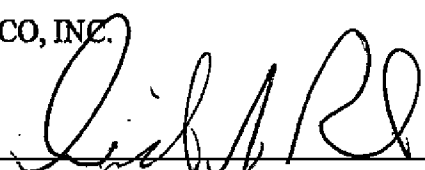
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed as of the date first above written.

GRANTORS:

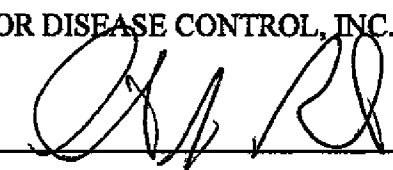
APV ACQUISITION CORP.

By: 
Name: _____
Title: _____

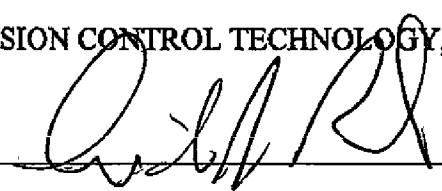
ADAPCO, INC.

By: 
Name: _____
Title: _____

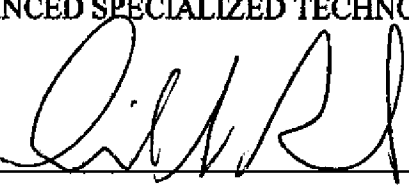
VECTOR DISEASE CONTROL, INC.

By: 
Name: _____
Title: _____

PRECISION CONTROL TECHNOLOGY, INC.

By: 
Name: _____
Title: _____


ADVANCED SPECIALIZED TECHNOLOGIES,
INC.


By: 
Name: _____
Title: _____

Accepted and agreed to by the Secured Party as of the date first above written.

SECURED PARTY:

PATRIOT CAPITAL FUNDING, INC.,
a Delaware corporation, as Secured Party

By: 
Name: Clifford L. Wells
Title: Chief Investment Officer

By: 
Name: Matthew R. Colucci
Title: Managing Director

SCHEDULE A-1

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

<u>Grantor</u>	<u>Patent Description</u>	<u>U.S. Patent No.</u>
ADAPCO, INC.	Apparatuses and Associated Method for Reducing an Undesired Constituent of Gas Associated with Waste Water	5,667,558
	Closed-Loop Mosquito Insecticide Delivery System and Method	6,669,105
	Closed-Loop Mosquito Insecticide Delivery System and Method	6,926,211
	Chemical Application and Flight Guidance Control System and Method	6,799,740
	Hazardous Materials Transfer System and Method	6,698,461
	Hazardous Materials Transfer System and Method	6,968,871
	Process for Mixing, Diluting and Dispensing Water Dilutable Formulations of Insecticides Utilizing an Injector System	6,302,161 (Assignment not yet executed by Adapco employees. Patent is co-owned by Bayer; Adapco and Bayer are currently negotiating an assignment of Bayer's entire interest in the patent to Adapco.)
ADVANCED SPECIALIZED TECHNOLOGIES, INC.	Spraying device, system and methods of dispersing and disseminating materials	6,805,307
PRECISION CONTROL TECHNOLOGY, INC.	Drinking Water Treatment System Including Hydrogen Sulfide Scrubber Using Triazine Compound and Associated Methods	6,773,582
	Hydrogen Sulfide Scrubber Using Polymeric Amine and Associated Methods	7,077,884

PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
ADAPCO, INC.	Spray Delivery System	10/837,928	05/03/2004
	Aerial Chemical Application and Control Method	10/900,543	07/28/2004
	Hazardous Fluids Transfer System and Method	11/059,578	02/16/2005
ADVANCED SPECIALIZED TECHNOLOGIES, INC.	Spraying device system and method of dispersing and disseminating materials	10/867,135	06/14/2004
	Counterflow Liquified	60/710,934	8/24/2005

SCHEDULE B-1

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
ADAPCO, INC.	VOLTURE	78/911,228	06/19/2006