

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
Tri-Tech Laboratories, Inc.		12/28/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	0793778	IRMA SHORELL'S	
Registration Number:	0893857	IRMA SHORELL'S MOISTURE/35	
Registration Number:	0894771	IRMA SHORELL'S CONTOUR/35	
Registration Number:	1520445	YEARS YOUNGER	
Registration Number:	1968628	DERMABRASE/35	
Registration Number:	2615025	TRI TECH LABS	
Registration Number:	2615024	TRI TECH LABORATORIES	
Serial Number:	76308367	TTL	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		

CH \$215.00 0793778

900066416

TRADEMARK
 REEL: 003457 FRAME: 0985

Address Line 2:	Chapman and Cutler LLP
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1641661
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NAME OF SUBMITTER:	Richard Kalwa
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Signature:	/richard kalwa/
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Date:	01/10/2007
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Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 28th day of December, 2006, Tri-Tech Laboratories, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 1000 Robins Road, Lynchburg, Virginia 24504, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, acting through its Chicago Branch, acting as U.S. agent for the Secured Creditors defined in the Security Agreement as hereinafter defined, with its mailing address at 115 S. LaSalle Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith among Debtor, certain affiliates of Debtor, and Secured Party (such Security Agreement, as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TRI-TECH LABORATORIES, INC.

By 

Name: Ronald W. Rodgers

Title: President

BANK OF MONTREAL, as Agent

By

Name: _____

Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TRI-TECH LABORATORIES, INC.


By

Name: _____

Title: _____

BANK OF MONTREAL, as Agent

By

Name:  T. AFGHANI

Title: AGENT

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

A. REGISTERED TRADEMARKS:

TRADEMARK	REGISTRATION NO.
Irma Shorell's	793,778
Irma Shorell's Moisture/35	893,857
Irma Shorell's Contour/35	894,771
Years Younger	1,520,445
Dermabrase/35	1,968,628
Tri-Tech Labs	2,615,025
Tri-Tech Laboratories	2,615,024

B. PENDING TRADEMARK:

TRADEMARK	SERIAL NO.
TTL & Design	76/308,367