

03-27-2007

REC
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To the Director of the U. S. Patent and Trademark Office

Changes or the new address(es) below.

3-21-07

1. Name of conveying party(ies)/Execution Date(s):

Heliojet Cleaning Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Execution Date(s) February 26, 2007

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cephas Capital Partners, L.P.

Internal Address: 57 Monroe Avenue

Street Address: Suite D

City: Pittsford

State: NY

Country: _____ Zip: 14534

- Association
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,631,960

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

HelioJET

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Neal L. Slifkin

Internal Address: Harris Beach PLLC

Street Address: 99 Garnsey Road

City: Pittsford

State: NY Zip: 14534

Phone Number: (585) 419-8636

Fax Number: (585) 419-8812

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-0865

Authorized User Name Neal L. Slifkin

9. Signature:

Neal L. Slifkin
Signature

3/20/07
Date

Neal L. Slifkin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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03-21-2007

COLLATERAL PATENT AND TRADEMARK ASSIGNMENT

THIS COLLATERAL PATENT AND TRADEMARK ASSIGNMENT ("*Assignment*") is made by HELIOJET CLEANING TECHNOLOGIES, INC., a New York corporation having its principal office and place of business at 57 North Street, LeRoy, New York 14482 ("*Assignor*"), in favor of CEPHAS CAPITAL PARTNERS, L.P., a New York limited partnership having its principal office and place of business at 57 Monroe Avenue, Suite D, Pittsford, New York 14534 ("*Assignee*"):

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Note Purchase Agreement of even date herewith (as the same may hereafter be amended, supplemented, amended and restated, renewed or otherwise modified from time to time, the "*Purchase Agreement*"), which Purchase Agreement provides (i) for the Assignee to, from time to time, extend credit to or for the account of Assignor and (ii) for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, and goodwill, and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment of Patents. To secure the complete and timely satisfaction of all of the liabilities and obligations of every kind or nature of Assignor to Assignee under or related to the Purchase Agreement and all notes, agreements, and documents delivered in connection therewith, including as extended, modified, or replaced from time to time (the "*Obligations*"), Assignor hereby grants a lien and security interest in, and assigns and conveys to Assignee, as collateral for and in order to secure repayment of the Obligations, all of the Assignor's right, title and interest in and to all of its now owned and filed and hereafter acquired or arising and filed patents and patent applications, and the inventions and improvements described and claimed therein, including those listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "*Patents*").

2. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of all of the Obligations, Assignor grants a lien and security interest in, and assigns and conveys to Assignee, as collateral for and in order to secure repayment of the Obligations, all

of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of which foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "*Trademarks*"); and

(b) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks (the "*Goodwill*").

3. Restrictions on Future Assignments. Assignor agrees that until the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement relating to the Patents, Trademarks, or Goodwill which would limit or restrict the rights of Assignee hereunder and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to Assignee under this Assignment.

4. New Patents and Trademarks. Assignor represents and warrants that the Patents and Trademarks listed on Schedule A and Schedule B, respectively, constitute all of the patents, service marks, trademarks, and applications now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, or service names, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, or trademark registration, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee as attorney in fact to modify this Assignment by amending Schedule A and Schedule B, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, and trade names which are Patents or Trademarks, as applicable, under Sections 1 and 2 above or under this Section 4, and to file or refile this Assignment with the United States Patent and Trademark Office.

5. Representations and Warranties. Assignor represents and warrants to and agrees with Assignee that:

(a) the Patents (to the extent issued) and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best knowledge of Assignor, each of the Patents and Trademarks is valid and enforceable;

(c) Assignor is the owner of the Patents and Trademarks, and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(d) to the best knowledge of Assignor, this Assignment does not violate and is not in contravention of any other agreement to which Assignor is a party or any judgment or decree by which Assignor is bound and does not require any consent under any other agreement to which Assignor is a party or by which Assignor is bound; and

(e) there has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents or Trademarks or any part thereof, and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than liens permitted by the Purchase Agreement.

6. Term. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents and Trademarks assigned hereunder, or (ii) the Obligations have been paid in full and the Purchase Agreement has been terminated.

7. Grants to Assignee. Unless and until an Event of Default shall have occurred which has not been waived by Assignee and subject to the terms of this Assignment, Assignor shall retain the right to use the Patents and Trademarks. From and after the occurrence of an Event of Default which has not been waived by Assignee, Assignor's rights and interests in and with respect to Patents and Trademarks as set forth in this Section 7 shall terminate forthwith, and Assignee shall have the right to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and the right to sell or assign its interest in, or grant any sublicense under, the Patents and Trademarks, without the prior written consent of Assignor. In addition to all other rights and remedies given it by this Assignment, the Assignee shall have those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents and Trademarks may be located, including, but not by way of limitation, the location of Assignee's headquarters.

8. Reassignment to Assignor. Upon payment in full of the Obligations and termination of the Purchase Agreement, Assignee shall execute and deliver to Assignor all assignments and other instruments as may be necessary or proper to re-vest in Assignor of record full title to the Patents and Trademarks, free and clear of this Assignment and the lien and security interest created hereby, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Purchase Agreement.

9. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the

Trademarks made by it pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, nor Trademark without the consent of Assignee which will not be unreasonably withheld.

10. Financing Statements; Documents. Assignor authorizes Assignee to execute and file, and at the request of Assignee, Assignor will join with Assignee in executing one or more financing statements pursuant to the New York version of the Uniform Commercial Code in form satisfactory to Assignee, and will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Assignee. Assignor will execute and deliver to Assignee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark office, as Assignee may require for the purpose of confirming Assignee's interest in the Patents and Trademarks. After an Event of Default which has not been waived by Assignee (a certificate by Assignee being deemed conclusive evidence of same which may be relied upon by any third party or registrar), Assignor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Assignee as assignee of Assignor's entire interest.

11. Assignee's Right to Sue. Assignee shall have the same rights, if any, as Assignor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks upon Assignor's failure or refusal to do so within thirty (30) days after receipt of written demand therefore from Assignee, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand and as a part of the obligations, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Assignor and Assignee nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies/Effect on Purchase Agreement. All of Assignee's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Purchase Agreement but rather is intended to facilitate the exercise of such rights and remedies.


16. Binding Effect/Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

17. Governing Law. This Assignment has been delivered and accepted in, and shall be governed by and construed in accordance with the laws of, the State of New York without giving effect to principles of conflicts of laws.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this Assignment as of February 26, 2007.

HELIOJET CLEANING TECHNOLOGIES, INC.

By: 
Russell H. Knisel, Jr.
Its: President

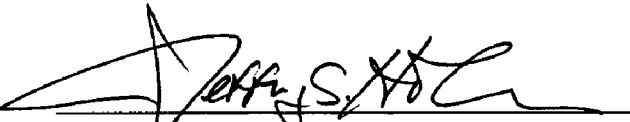
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TRADEMARK
REEL: 003510 FRAME: 0536

Accepted at Rochester, New York
as of February 26, 2007.

CEPHAS CAPITAL PARTNERS, L.P.

By: Chephas LLC, Its General Partner

By: 
Jeffery S. Holmes
Its: Managing Member

Schedule A
(Patents)

<u>Patent Number</u>	<u>Filing Date</u>	<u>Description</u>
6,073,861	6/13/2000	Pressurized fluid cleaning system

Schedule B
(Trademarks)

<u>Name</u>	<u>Registration Number</u>	<u>Registration Date</u>
HelioJET	2631960	10/8/2002