

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gladstone Capital Corporation		05/18/2007	CORPORATION: MARYLAND

**RECEIVING PARTY DATA**

Name:	Benetech Investments Corp.
Street Address:	1851 Albright Road
City:	Montgomery
State/Country:	ILLINOIS
Postal Code:	60538
Entity Type:	CORPORATION: DELAWARE

Name:	Benetech, Inc.
Street Address:	1851 Albright Road
City:	Montgomery
State/Country:	ILLINOIS
Postal Code:	60538
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2671587	TDM
Registration Number:	2099745	PACS
Registration Number:	1572942	DUSTMALER
Registration Number:	1872129	

**CORRESPONDENCE DATA**

Fax Number: (212)755-7306  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-326-3730

CH \$115.00 2671587

Email: nytef@jonesday.com  
Correspondent Name: Nancy A. Zoubek  
Address Line 1: Jones Day  
Address Line 2: 222 East 41st Street  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

925222-060002

NAME OF SUBMITTER:

Nancy A. Zoubek

Signature:

/Nancy A. Zoubek/

Date:

05/18/2007

**Total Attachments: 4**

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**RELEASE AND DISCHARGE OF SECURITY INTEREST  
IN CERTAIN INTELLECTUAL PROPERTY**

THIS RELEASE AND DISCHARGE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY (this "IP Security Interest Release and Discharge"), effective as of May 18, 2007, is made by Gladstone Capital Corporation, a Maryland corporation, as Lender under the Credit Agreement (as defined below) (in such capacity, "Lender") in favor of Benetech Investments Corp., a Delaware corporation ("Borrower"), and Benetech, Inc., an Illinois corporation ("Co-Borrower", together with the Borrower the "Grantors"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Credit Agreement or the Security Agreement (as defined below), as applicable.

**PRELIMINARY STATEMENTS.**

WHEREAS, Borrower and Lender entered into a Credit Agreement on May 26, 2004 (the "Credit Agreement") pursuant to which Lender agreed to loan funds to Borrower, with such loans to be evidenced by Borrower's issuance to Lender of certain Notes in the aggregate principal amount of Six Million, Five Hundred Thousand (\$6,500,000). As a condition of the loans, Lender required that Grantors grant to Lender a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Credit Agreement) and enter into a Security Agreement dated as of May 26, 2004 (the "Security Agreement") by and between Lender and Grantors, and an Intellectual Property Security Agreement, dated as of May 26, 2004 (the "IP Security Agreement"), by and between Lender and Grantors.

WHEREAS, pursuant to the IP Security Agreement, which was recorded in the United States Patent and Trademark Office, on May 26, 2004, at Reel/Frame 014669/0561 with respect to Patents and on May 26, 2004, at Reel/Frame 002859/0001 with respect to Trademarks and the Security Agreement, the Grantors granted, pledged, sold, conveyed, assigned, set over, mortgaged, pledged, and transferred to Lender, a security interest in, all of the right, title and interest of the Grantors, in, to and under all such Collateral as defined in the Security Agreement, including without limitation the Trademarks and Patents (each as defined in the Security Agreement), to secure the payment and performance in full of the Obligations (as defined in the Security Agreement); and

WHEREAS, the Obligations have been finally and indefeasibly paid in full in cash, and Lender has agreed to release its security interest in the Collateral, including without limitation, the Trademarks and Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender agrees as follows:

SECTION 1. Release and Discharge Security. Lender hereby forever releases and discharges, on its behalf and on behalf of the Grantors, the security interest in and to all of each Grantor's right, title and interest in and to all Collateral having been secured under the IP Security Agreement, including without limitation the Trademarks


identified on Schedule A attached hereto and the Patents identified on Schedule B attached hereto.

SECTION 2. Recordation. Lender hereby authorizes and requests the Commissioner of Patents and Trademarks, and any other applicable government officer to record this IP Security Interest Release and Discharge. Each Grantor hereby acknowledges and agrees that the release and discharge set forth in Section 1 hereof is without recourse to or representation or warranty by Lender.

SECTION 3. Further Assurances. Lender hereby agrees, at the Grantors' expense, to execute such instruments and to take such other actions as the Grantors may reasonably request to terminate Lender's security interest in the Collateral, including without limitation the Trademarks and Patents, and otherwise to effectuate the release of the Collateral, including without limitation the Trademarks and Patents, from Lender's security interest.

IN WITNESS WHEREOF, Lender has executed this IP Security Interest Release and Discharge or caused this IP Security Interest Release and Discharge to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GLADSTONE CAPITAL CORPORATION  
as Lender

By:   
Name: Harry Brill  
Title: Chief Financial Officer

**SCHEDULE A**

**TRADEMARKS**

<b><u>Trademarks, Tradenames or Service Marks</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
TDM	2671587	January 7, 2003
PACS	2099745	September 23, 1997
Dustmaler	1572942	December 26, 1989
(design only)	1872129	January 10, 1995

**SCHEDULE B****PATENTS**

<b><u>Title of Patent</u></b>	<b><u>Registration/ Application No.</u></b>	<b><u>Registration/Filing Date</u></b>
Inhibition of Reflective Ash Build-Up in Coal Fired Furnaces	6,613,110	September 2, 2003
Process for Removing Sulfur Dioxide out of a Gas	6,066,304	May 23, 2000
Method for Treating Coke and Coal and Products Produced Thereby	5,578,239	November 26, 1996
Method for Treating Coke and Coal and Products Produced Thereby	5,536,429	July 16, 1996
Methods and Compositions for Short Term Residual Dust Control	5,409,626	April 25, 1995
Phosphate Rock Utilization	4,834,787	May 30, 1989
Method for Controlling Dusting of Coke and Coal	5,310,494	May 10, 1994
Control of Dust	6,790,245	September 14, 2004
Additional claims for US 6,613,110	10/606719	June 26, 2003