

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
PMI Ash Technologies, LLC		11/05/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Progress Fuels Corporation		
Street Address:	410 South Wilmington Street		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27601		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3283467	READYASH	
CORRESPONDENCE DATA			
Fax Number:	(919)821-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9198211220		
Email:	awagner@smithlaw.com		
Correspondent Name:	Ann Wagner, Paralegal		
Address Line 1:	Smith Anderson, Post Office Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602-2611		
ATTORNEY DOCKET NUMBER:	7621.6		
NAME OF SUBMITTER:	Ann B. Wagner		
Signature:	/annbwagner/		
Date:	11/09/2007		

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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

November 5, 2007

PMI Ash Technologies, LLC
410 South Wilmington Street
Raleigh, North Carolina 27601
(Hereinafter referred to as "Grantor")

Progress Fuels Corporation
410 South Wilmington Street
Raleigh, North Carolina 27601
(Hereinafter referred to as "Lender")

This Intellectual Property Security Agreement is entered into as of the date set forth above, by and between Grantor and Lender.

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") pursuant to that certain Loan Agreement between Lender and Grantor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"), in the amounts and manner set forth in Grantor's Promissory Notes dated of even date herewith in the maximum aggregate principal amount of \$9,100,000 (as the same may be amended, modified or supplemented from time to time, the "**Notes**"; capitalized terms used and not otherwise defined herein are used as defined in the Notes); and

B. Pursuant to the terms of that certain Security Agreement by Grantor in favor of Lender of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), as security for the payment and performance of any and all Secured Obligations (as defined in the Security Agreement; and hereinafter, the "**Secured Obligations**"), 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, including the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the payment and performance of any and all Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the payment and performance of any and all Secured Obligations, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (as defined below, which shall include, upon the Merger (as defined in the Loan Agreement), without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "**Collateral**").

2. This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest

granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or the Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

3. Grantor represents and warrants that, after giving effect to the Merger, Grantor has rights to the intellectual property set forth on Schedules A, B, and C attached hereto, which has been registered with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. As used herein, "Intellectual Property Collateral" means all of the right, title and interest of Grantor in and to any and all source code, licenses, permits, trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, patents, patent applications, trade names, rights of use of any name, labels, fictitious names, inventions, designs, trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, copyrights, copyright applications, know-how, and any related documents and agreements.

5. Capitalized terms used and not otherwise defined herein are used as defined in the Notes.


[Signature Page Follows]

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Grantor:

PMI Ash Technologies, LLC

By:  (SEAL)
Kyle E. Crane, Manager

Lender:

Progress Fuels Corporation

By: _____ (SEAL)
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Grantor:

PMI Ash Technologies, LLC

By: _____ (SEAL)
Kyle E. Crane, Manager

Lender:

Progress Fuels Corporation

By: Mark F. Mulhern (SEAL)
Mark F. Mulhern, President

SCHEDULE A

COPYRIGHTS

None.

SCHEDULE B

PATENTS

Country	Serial No.	Filing Date	Patent No.	Issue Date	Title	Status
United States	11/474,794	6/26/2006	7,223,375	5/29/2007	EMISSION CONTROL SYSTEMS AND METHODS THEREOF	GRANTED
United States	07/680,900	4/5/1991	5,160,539	11/3/1992	METHOD AND PRODUCT OF FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Canada	2,107,571	8/22/1991	2,107,571	8/21/2001	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
France	92903947.7	8/22/1991	0578641	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Germany	92903947.7	8/22/1991	69133138.3	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Great Britain	92903947.7	8/22/1991	0578641	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Netherland	92903947.7	8/22/1991	0578641	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
Spain	92903947.7	8/22/1991	ES 2180533 T3	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED
European Patent Convention	92903947.7	8/22/1991	0578641	10/23/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED

Country	Serial No.	Filing Date	Patent No.	Issue Date	Title	Status
Japan	504253/92	8/22/1991	3364684	11/1/2002	FLY ASH BENEFICATION BY CARBON BURNOUT IN A DRY BUBBLING FLUID BED	GRANTED

SCHEDULE C

TRADEMARKS

Mark	Country	Registration No./Date	Goods/Services
READYASH	United States	3,283,467 August 21, 2007	Fly ash for general construction use, namely as an ingredient used to manufacture concrete. (International Class 1).