

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADDITECH, INC.		02/19/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	ETV CAPITAL S.A.
Street Address:	6 RUE PHILIPPE II
City:	L2340
State/Country:	LUXEMBOURG
Entity Type:	CORPORATION: LUXEMBOURG

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3297574	INCEPTOR
Serial Number:	78919703	EVERY DAY ENGINE CARE
Registration Number:	2309189	ADDITECH

CORRESPONDENCE DATA

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (404) 885-3038
 Email: michael.brignati@troutmansanders.com
 Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
 Address Line 1: TROUTMAN SANDERS LLP
 Address Line 2: 600 PEACHTREE STREET, N.E.
 Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	036800.000023
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DOMESTIC REPRESENTATIVE

Name:

OP \$90.00 3297574

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Michael J. Brignati, Ph.D.

Signature:

/Michael J. Brignati 60,890/

Date:

02/19/2008

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 19, 2008 (this "**Agreement**") by and between ADDITECH, INC. ("**Grantor**") and ETV CAPITAL S.A., as agent for the Lenders ("**Grantee**").

RECITALS

A. Grantee and Bridge Bank, National Association (individually each a "**Lender**" and collectively "**Lenders**") have agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to Grantor in the amounts and manner set forth in that certain Venture Loan and Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; terms defined therein being used herein as therein defined) by and between Grantor, Grantee, in its capacity as Administrative Agent thereunder, and Lenders. Each Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Copyrights, Trademarks and Patents of Grantor (the "**Intellectual Property Collateral**") to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the ratable benefit of each Lender and Grantee, in its capacity as Administrative Agent thereunder, 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 without limitation the "Intellectual Property Collateral".

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Grantor's obligations under the Loan Agreement, Grantor hereby grants and pledges to Grantee, for itself and as agent for the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including 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.

This security interest is granted in conjunction with the security interest granted to Grantee, for itself and as agent for the Lenders, under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or

hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Grantee of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Grantee, of any or all other rights, powers or remedies.

Upon the indefeasible payment and performance in full of the Obligations and the Administrative Agent's Obligations in accordance with their terms, this Agreement shall terminate, and upon written notice given to the Grantee, the Grantee will, at Grantor's expense, execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantor the entire right, title and interest to the Intellectual Property Collateral as fully as if this Agreement had not been made.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

"Trademarks" are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

GRANTOR:

Address of Grantor:

ADDITECH, INC.

10925 Kinghurst Street, Suite 500
Houston, Texas 77099
Attn: Mr. Ralph W. Koehrer

By: 

Name:

Title:

RALPH W. KOEHRER
Director & CFO.

GRANTEE:

Address of Grantee:

ETV CAPITAL S.A.,
for itself and as agent for the Lenders

European Technology Ventures (Advisers) Ltd
6 rue Philippe II
L2340 Luxembourg
Attn: the Directors

By: _____

Name:

Title:

(on bracket)

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

GRANTOR:

Address of Grantor:

ADDITECH, INC.

10925 Kinghurst Street, Suite 500
Houston, Texas 77099
Attn: Mr. Ralph W. Koehrer


By: _____
Name:
Title:

GRANTEE:

Address of Grantee:

ETV CAPITAL S.A.,
as agent for the Lenders

European Technology Ventures (Advisers) Ltd
6 rue Philippe II
L2340 Luxembourg
Attn: the Directors

By:  _____
Name: Sean Lewis, Director + Brian Mc Korkon
Title: Director, Director

ADDITECH, INC.

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
None	N/A	N/A	N/A

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>
Method and apparatus for fuel and fuel additive dispensing	10/036656	02/06/2003	ADDITECH, INC.
Interactive video display and select console for vehicle fueling position	D395052	06/09/1998	ADDITECH, INC.
Vehicle fueling position	D396047	07/14/1998	ADDITECH, INC

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MAXIMUM PROTECTION FUEL SYSTEM TUNE-UP (Abandoned)	78859203	04/11/2006
INCEPTOR (Registered)	3297574	09/25/2007
50K+RENEW HIGH MILEAGE FUEL SYSTEM TUNE-UP (Abandoned)	78919740	06/29/2006
EVERY DAY ENGINE CARE (Allowed)	78919703	06/29/2006
PEAK PERFORMANCE (Abandoned)	78952429	08/15/2006
MILEAGE BOOSTER (Abandoned)	78918645	06/28/2006
EASY FOR YOU. GOOD FOR YOUR CAR. (Abandoned)	76561343	11/21/2003
ADDITECHNET (Abandoned)	76413239	05/23/2002
INCEPTOR (Abandoned)	76411573	05/23/2002
EASY FOR YOU. GOOD FOR YOUR CAR. (Abandoned)	76411002	05/23/2002
ADDITECHTV (Abandoned)	76410984	05/23/2002
ADDITECH (Registered)	2309189	01/18/2000