

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
TurboSonic Technologies, Inc.		04/21/2008	CORPORATION: DELAWARE
TurboSonic Inc.		04/21/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce
Street Address:	1 King Street East
Internal Address:	Suite 200
City:	Kitchener, Ontario
State/Country:	CANADA
Postal Code:	N2G 2K4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2875946	TURBOSOX

CORRESPONDENCE DATA

Fax Number: (212)768-6800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-768-6700
 Email: trademarks@sonnenschein.com
 Correspondent Name: Jean Lam MacInnes c/o Sonnenschein Nath
 Address Line 1: Wacker Drive Station - Sears Tower
 Address Line 2: P. O. Box 061080
 Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	22224142/0001-R7M
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DOMESTIC REPRESENTATIVE

OP \$40.00 2875946

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jean Lam MacInnes
Signature:	/jean lam macinnes/
Date:	05/07/2008

Total Attachments: 10

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IP SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT (this "**IP Security Agreement**"), dated as of April 21, 2008 ("**Effective Date**"), is entered into by and among Canadian Imperial Bank of Commerce ("**Secured Party**"), TurboSonic Technologies, Inc., a Delaware corporation ("**Guarantor**"), and TurboSonic, Inc., a Canadian corporation ("**Debtor**," together with the Guarantor, the "**Pledgors**," each a "**Pledgor**").

WITNESSETH:

WHEREAS, Secured Party and Debtor are parties to a certain Banking Agreement, dated January 14, 2008 (said agreement including all schedules attached thereto, as amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Banking Agreement**");

WHEREAS, Guarantor has agreed to guaranty the Obligations (as defined in the Guaranty) of Debtor pursuant a certain Guaranty Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty Agreement**");

WHEREAS, in connection with the Banking Agreement, Debtor agrees to grant Secured Party in a Security Agreement of even date herewith between Debtor and Secured Party (the "**Banking Security Agreement**") a security interest in certain of Debtor's patents and patent applications and trademark registrations and applications and the other collateral; and

WHEREAS, in connection with the Guaranty Agreement, Guarantor agrees to grant Secured Party in a Security Agreement of even date herewith between Guarantor and Secured Party (the "**Guaranty Security Agreement**") a security interest in certain of Guarantor's patents and patent applications and trademark registrations and applications and the other collateral.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and adequacy of which are hereby acknowledged, Secured Party, Debtor and Guarantor, intending to be legally bound, hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Banking Agreement and the Guaranty Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure (i) in the case of the Debtor, the complete and timely payment and satisfaction of the unpaid principal amount under the Banking Agreement, together with all accrued interest thereon and all other obligations of Debtor thereunder and (ii) in the case of the Guarantor, the complete and timely payment and satisfaction of the obligations of Guarantor under the Guaranty (collectively, the "**Liabilities**"), each Pledgor hereby grants to Secured Party, and hereby reaffirms its prior respective grants pursuant to the Banking Security Agreement, in the case of the Debtor, and the Guaranty Security Agreement, in the case of the Guarantor, of, a continuing security interest in each Pledgor's entire right, title and interest in and to: (a) the patents and patent applications listed on **Schedule A** attached hereto and made a part hereof, and all reissues, divisions, continuations, continuations-in-part, re-examinations, renewals, extensions thereof and any foreign counterparts of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation,

damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents"); (b) the trademark registrations and applications listed on **Schedule B** attached hereto and made a part hereof, and all renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (c) all rights corresponding to any of the foregoing throughout the world and the goodwill of each Pledgor's business associated with the Trademarks.

3. Restrictions on Future Agreements. Each Pledgor agrees that until the Liabilities shall have been satisfied in full (other than contingent liabilities which survive the Banking Agreement and the Guaranty) and the Banking Agreement shall have been terminated, neither Pledgor shall sell or assign its interest in any Patent or Trademark or enter into any other agreement with respect to any Patent or Trademark which would affect the validity or enforcement of the rights transferred to Secured Party under this IP Security Agreement or grant any exclusive licenses thereunder (except for exclusive licenses that automatically terminate by their terms upon an Event of Default (under the Banking Agreement)), without the prior written consent of Secured Party, which consent will not be unreasonably delayed or withheld.

4. Terms. The term of this IP Security Agreement shall extend until the payment in full of the Liabilities (other than contingent liabilities which survive the Banking Agreement and the Guaranty) and the termination of the Banking Agreement.

5. Release of Security Interest. This IP Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities (other than contingent liabilities which survive the Banking Agreement and the Guaranty) and termination of the Banking Agreement, Secured Party shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Banking Security Agreement and the Guaranty Security Agreement.

6. Expenses. All reasonable out-of-pocket expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Pledgors. All reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents to record, perfect or terminate the security interests created hereby (including all taxes in connection therewith) in public offices, and in connection with the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents and Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks shall in each case be borne by and paid by the Pledgors and until paid shall constitute Liabilities.

7. Duties of Pledgors. Each Pledgor shall have the duty (a) to file and prosecute diligently any of its patent applications included in the Patents and any of its trademark applications included in the Trademarks until the Liabilities shall have been paid in full (other

than contingent liabilities which survive the Banking Agreement and the Guaranty) and the Banking Agreement has been terminated, (b) to preserve and maintain all rights in the Patents and Trademarks, as commercially reasonable, and (c) to ensure that the Patents and Trademarks are and remain enforceable, as commercially reasonable. Any reasonably out-of-pocket expenses incurred in connection with the Liabilities under this Section 7 shall be borne by the Pledgors. Each Pledgor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, each Pledgor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by each Pledgor under the Trademarks.

8. Secured Party's Right to Sue. After an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Secured Party shall commence any such suit, each Pledgor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and each Pledgor (including without limitation by joining such suit) shall promptly, upon demand, reimburse and indemnify Secured Party for all reasonable out-of-pocket costs and expenses incurred by Secured Party in the exercise of its rights under this Section 8, except to the extent such costs and expenses are the result of the Secured Party's gross negligence or willful misconduct.

9. Amendment; Waiver. This IP Security Agreement may be amended only in a writing signed by all parties hereto. Any provision of this IP Security Agreement may be waived only in a writing signed by the party granting such waiver. No course of dealing among the parties shall be effective to amend or waive any provision of this Agreement.

10. Severability. In the event that any provision contained in this IP Security Agreement shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

11. Cumulative Remedies; Power of Attorney; Effect on Banking Agreement and Guaranty Security Agreement. All of Secured Party's rights and remedies with respect to the Patents, whether established hereby, by the Banking Security Agreement or the Guaranty Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Pledgor hereby authorizes Secured Party upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as each Pledgor's true and lawful attorney-in-fact, with power to (a) endorse each Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Patents, (b) take any other actions with respect to the Patents as Secured Party deems to be in the best interest of Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall

have been paid in full (other than contingent liabilities which survive the Banking Agreement and the Guaranty) and the Banking Agreement have been terminated. Each Pledgor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Banking Agreement, the Banking Security Agreement, the Guaranty or the Guaranty Security Agreement but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement, the Banking Agreement, the Banking Security Agreement, the Guaranty and the Guaranty Security Agreement all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

12. Binding Effect; Benefits. This IP Security Agreement shall be binding upon each Pledgor and its respective successors and permitted assigns, and shall inure to the benefit of Secured Party, its successors, nominees and assigns.

13. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

14. Headings. The descriptive headings of the several Paragraphs, including those of the Schedules to this Agreement, are inserted for convenience only, do not constitute a part of this IP Security Agreement and shall not affect in any way the meaning or interpretation of this IP Security Agreement.

15. Further Assurances. Each Pledgor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein.

16. Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have duly executed this IP Security Agreement as of the date first written above.

TURBOSONIC TECHNOLOGIES, INC.

By: EF Spink
Name: Edward F. Spink
Title: Chief Executive Officer

TURBOSONIC, INC.

By: EF Spink
Name: Edward F. Spink
Title: Chief Executive Officer

Acknowledged and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have duly executed this IP Security Agreement as of the date first written above.

TURBOSONIC TECHNOLOGIES, INC.

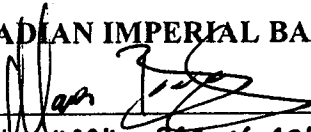
By: _____
Name: Edward F. Spink
Title: Chief Executive Officer

TURBOSONIC, INC.

By: _____
Name: Edward F. Spink
Title: Chief Executive Officer

Acknowledged and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: MARK BRAUBURGER
Title: AUTHORIZED SIGNATORY

SCCHEDULE A
PATENTS/PATENT APPLICATIONS

[Attached]

TurboSonic Patents and Applications

Date: April 10, 2008

Matter No.	Country	Filing Date	Serial No.	Issue Date	Issue No.	Title	Applicant/Owner
04823-0003	CA	Feb 25/1987	530536	Sep 24/1991	1299462	GAS REACTING APPARATUS AND METHOD	TURBOTAK INC.
04823-0005	CA	May 05/1988	565994	Dec 22/1992	1311783	SPRAY NOZZLE DESIGN	TURBOTAK INC.
04823-0007	US	Aug 14/1989	393259	Jun 25/1991	5025989	SPRAY NOZZLE DESIGN	TURBOTAK INC.
04823-0008	US	Nov 20/1989	438047	Jun 11/1991	5023064	METHOD FOR REMOVING SULFUR OXIDE	TURBOTAK INC.
04823-0015	US	Mar 19/1991	672021	Nov 08/1994	5362464	METHOD FOR REMOVING SULFUR OXIDES	TURBOTAK INC.
04823-0016	US	Mar 02/1987	07754843	Oct 15/1996	5565180	METHOD OF TREATING GASES	TURBOTAK INC.
04823-0017	US	Jul 12/1991	729165	Apr 19/1994	RE34586	SPRAY NOZZLE DESIGN	TURBOTAK INC.
04823-0018	US	Aug 30/1991	753404	Dec 15/1992	5170942	SPRAY NOZZLE DESIGN	TURBOTAK TECHNOLOGIES INC.
04823-0019	CA	Sep 03/1991	2090865	Oct 31/2000	2090865	SPRAY NOZZLE DESIGN	TURBOTAK TECHNOLOGIES INC.
04823-0024	CA	Oct 16/1991	2053571-7	Feb 16/1999	2053571	GAS REACTING APPARATUS AND METHOD	TURBOTAK INC.
04823-0037	US	Nov 12/1992	975003	Nov 15/1994	5364604	SOLUTE GAS-ABSORBING PROCEDURE	TURBOTAK TECHNOLOGIES INC.
04823-0053	CA	Sep 03/1991	2280475	Aug 05/2003	2280475	IMPROVED SPRAY NOZZLE DESIGN	TURBOTAK TECHNOLOGIES INC.
04823-0057	CN	May 21/1998	98807218.1	Dec 10/2003	98807218.1	REMOVAL OF CONTAMINANTS FROM GAS STREAMS IN RAYON PRODUCTION	TURBOTAK TECHNOLOGIES INC.
04823-0060	US	Feb 22/2000	09/424118	Jul 09/2002	6416725	REMOVAL OF CONTAMINANTS FROM GAS STREAMS IN RAYON PRODUCTION	EDWARD F. SPINK ET AL.
04823-0061	CA					GENERAL	TURBOSONIC INC.
04823-0063	US	Mar 26/2001	09/816392	Jun 17/2003	6579506	TREATMENT OF GAS STREAMS CONTAINING REDUCED SULFUR COMPOUNDS	EDWARD F. SPINK ET AL.
04823-0072	US	Jul 16/2004	10/892124	Jan 09/2007	7160348	MIST ELIMINATION HOOD	ROBERT A. ALLAN
04823-0073	PCT	Jul 16/2004	PCT/CA04001037			MIST ELIMINATION HOOD	TURBOSONIC INC. ET AL.
04823-0075	PCT	Apr 11/2005	PCT/CA2005/000549			POLLUTION CONTROL IN WOOD PRODUCTS DRYER	TURBOSONIC INC.
04823-0076	US	Apr 11/2005	11/102763	Jan 09/2007	7160358	POLLUTION CONTROL IN WOOD PRODUCTS DRYER	EDWARD F. SPINK ET AL
04823-0078	CA	Jul 16/2004	2532640			MIST ELIMINATION HOOD	TURBOSONIC INC.
04823-0079	US	Jun 29/2006	10/564778			MIST ELIMINATION HOOD	ROBERT A. ALLAN
04823-0080	EP	Jul 16/2004	04737969.8			MIST ELIMINATION HOOD	TURBOSONIC INC.
04823-0081	PCT	Feb 16/2006	PCT/CA2006/000238			MAST ELECTRODE DESIGN	TURBOSONIC INC.
04823-0082	PCT	May 12/2006	PCT/CA2006/000755			POLLUTION CONTROL IN WOOD PRODUCTS DRYER OPERATION	TURBOSONIC INC.
04823-0083	US					POLLUTION CONTROL IN WOOD PRODUCTS DRYER	EDWARD F. SPINK et al.
04823-0084	EP	Apr 11/2005	05735662.8			POLLUTION CONTROL IN WOOD PRODUCTS DRYER	TURBOSONIC INC.
04823-0085	CA	Apr 11/2005	2562372			POLLUTION CONTROL IN WOOD PRODUCTS DRYER	TURBOSONIC INC.
04823-0087	US	May 17/2007	60/924506			WET ELECTROSTATIC PRECIPITATOR SYSTEM COMPONENTS	ROBERT A. ALLAN
04823-0088	US	Apr 23/2007	60/907919			INSULATOR IN WET ELECTROSTATIC PRECIPITATOR	CARL W. BENDER ET AL
04823-0089	US	Jun 18/2007	60/929232			WET ELECTROSTATIC PRECIPITATOR SYSTEM COMPONENTS	ROBERT A. ALLAN
04823-0090	CA	Feb 16/2006	2598187			MAST ELECTRODE DESIGN	TURBOSONIC INC.

TurboSonic Patents and Applications

Date: April 10, 2008

Matter No.	Country	Filing Date	Serial No.	Issue Date	Issue No.	Title	Applicant/Owner
04823-0091	US					MAST ELECTRODE DESIGN	ROBERT A. ALLAN
04823-0092	EP	Feb 16/2006	06705193.8			MAST ELECTRODE DESIGN	TURBOSONIC INC.
04823-0093	US					POLLUTION CONTROL IN WOOD PRODUCTS DRYER OPERATION	EDWARD F. SPINK
04823-0094	CA	May 12/2006				POLLUTION CONTROL IN WOOD PRODUCTS DRYER OPERATION	TURBOSONIC INC.
04823-0095	EP	May 12/2006				POLLUTION CONTROL IN WOOD PRODUCTS DRYER OPERATION	TURBOSONIC INC.

SCHEDULE B
TRADEMARKS/TRADEMARK APPLICATIONS

Trademarks

1. Word mark "TurboSox," registration number 2875946, registration date 8/24/04.