

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the (1) the address of lenders and (2) to properly record the entire document to reflect each of the lenders previously recorded on Reel 003805 Frame 0001. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Selective Micro Technologies		05/30/2008	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	John J. Warner
Street Address:	18 Candleston Place
City:	Simpsonville
State/Country:	SOUTH CAROLINA
Postal Code:	29681
Entity Type:	INDIVIDUAL:

Name:	Frank Gimenez
Street Address:	22 Hayes Hill Drive
City:	Ft. Salonga
State/Country:	NEW YORK
Postal Code:	11718
Entity Type:	INDIVIDUAL:

Name:	Dennis E. Tottenham
Street Address:	7776 Woodridge
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78209
Entity Type:	INDIVIDUAL:

Name:	Thomas M. Joyce
Street Address:	142 Goodwives River Road
City:	Darien

CH \$115.00 2795345

State/Country:	CONNECTICUT
Postal Code:	06820-5807
Entity Type:	INDIVIDUAL:

Name:	John R. Mendell
Street Address:	5620 North Harbor Village Dr.
Internal Address:	Unit 401
City:	Vero Beach
State/Country:	FLORIDA
Postal Code:	32967
Entity Type:	INDIVIDUAL:

Name:	Steven M. Davenport
Street Address:	43 Loantaka Lane North
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	INDIVIDUAL:

Name:	James M. Pellicane Sr.
Street Address:	23 Hemlock Road
City:	Short Hills
State/Country:	NEW JERSEY
Postal Code:	07078
Entity Type:	INDIVIDUAL:

Name:	William C. James
Street Address:	485 First Avenue
Internal Address:	# 12B
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	INDIVIDUAL:

Name:	Rosemary James
Street Address:	485 First Avenue
Internal Address:	# 12B
City:	New York
State/Country:	NEW YORK
Postal Code:	10016

Entity Type:	INDIVIDUAL:
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Name:	Paul D. Schultz
Street Address:	567 East Bay Dr.
City:	Long Beach
State/Country:	NEW YORK
Postal Code:	11561
Entity Type:	INDIVIDUAL:

Name:	Edward J. Sisk
Street Address:	1735 York Avenue
Internal Address:	12C
City:	New York
State/Country:	NEW YORK
Postal Code:	10128
Entity Type:	INDIVIDUAL:

Name:	George P. Lawlor
Street Address:	11 Willow Street
City:	Floral Park
State/Country:	NEW YORK
Postal Code:	11001
Entity Type:	INDIVIDUAL:

Name:	1017 Holdings, LLC c/o John R. Nicholson
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	Alexandra O. Bjorklund
Street Address:	10 Weybosset Street, Suite 106
Internal Address:	Parsons Capital c/o Mr. Jay Geddes Parsons
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	INDIVIDUAL:

Name:	Richard G. Williams
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Street Address:	528 Tayman Drive
City:	Annapolis
State/Country:	MARYLAND
Postal Code:	21403
Entity Type:	INDIVIDUAL:

Name:	Elkhorn Valley Investments
Street Address:	P.O. Box 50190
City:	Casper
State/Country:	WYOMING
Postal Code:	82605
Entity Type:	COMPANY:

Name:	Steven Berkowitz
Street Address:	820 Claflin Ave.
City:	Mamaroneck
State/Country:	NEW YORK
Postal Code:	10543
Entity Type:	INDIVIDUAL:

Name:	Mary E. Williams
Street Address:	323 Country Club Drive
Internal Address:	Revocable Trust U/A/D 2/22/91 c/o Dorothy Deisler
City:	St. Claire Shores
State/Country:	MICHIGAN
Postal Code:	48082
Entity Type:	TRUST:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2795345	SELECTIVE MICRO
Registration Number:	2672907	
Registration Number:	3121586	SELECTROCIDE
Registration Number:	3308418	SELECTROPURE

CORRESPONDENCE DATA

Fax Number: (617)742-4214

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: kmk@lahive.com

TRADEMARK
REEL: 003888 FRAME: 0433

Correspondent Name: Lahive & Cockfield, LLP
Address Line 1: One Post Office Square
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	SMU-000/MG
NAME OF SUBMITTER:	Maneesh Gulati, Esq.
Signature:	/Maneesh Gulati/
Date:	11/14/2008

Total Attachments: 57

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Electronic Version v1.1
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**06/27/2008
 900110086**

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
Selective Micro Technologies		04/01/2008	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA	
Name:	John J. Warner
Street Address:	5 Cherry Hill Drive, Suite 120
City:	Danvers
State/Country:	MASSACHUSETTS
Postal Code:	01923
Entity Type:	INDIVIDUAL:
Name:	Frank Gimenez
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:
Name:	Dennis E. Tottenham
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:
Name:	Thomas M. Joyce
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225

CH \$115.00 2795345

:LAHIVE & COCKFIELD, LLP COMPANY:ONE POST OFFICE SQUARE

Entity Type:	INDIVIDUAL:
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Name:	John R. Mendell
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:

Name:	Steven M. Davenport
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:

Name:	James M. Pellicane Sr.
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:

Name:	William C. James
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:

Name:	Rosemary James
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:

Name:	Paul Schultz
Street Address:	300 River Place, Suite 3000
City:	Detroit

LAHIVE & COCKFIELD, LLP COMPANY:ONE POST OFFICE SQUARE

State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:

Name:	Edward J. Sisk
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:

Name:	George P. Lawlor
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:

Name:	Steven Berkowitz
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	INDIVIDUAL:

Name:	1017 Holdings, LLC
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	Jabco, LP
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	LIMITED PARTNERSHIP:

Name:	Richard G. Williams Revocable Trust
-------	-------------------------------------

):LAHIVE & COCKFIELD, LLP COMPANY:ONE POST OFFICE SQUARE

Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	TRUST:

Name:	Elkhorn Valley Bank & Trust Co.
Street Address:	300 River Place, Suite 3000
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48207-4225
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2795345	SELECTIVE MICRO
Registration Number:	2672907	
Registration Number:	3121586	SELECTROCIDE
Registration Number:	3308418	SELECTROPURE

CORRESPONDENCE DATA

Fax Number: (617)742-4214
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-227-7400
 Email: kmk@lahive.com
 Correspondent Name: Lahive & Cockfield, LLP
 Address Line 1: One Post Office Square
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	SMU-000
NAME OF SUBMITTER:	Maneesh Gulati, Esq.
Signature:	/Maneesh Gulati/
Date:	06/27/2008

Total Attachments: 28

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SECOND AMENDED AND RESTATED SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement") is dated as of April __, 2008 and entered into by and among Selective Micro Technologies LLC, a Massachusetts limited liability company (the "Debtor"), Elkhorn Valley Investments, a Wyoming limited liability company ("Elkhorn"), the lenders listed on Schedule A attached hereto (the "Schedule A Lenders"), and the lenders listed on Schedule B attached hereto (the "Schedule B Lenders," and with Elkhorn and the Schedule A Lenders, collectively, the "Secured Parties"). Debtor and the Secured Parties are at times referred to herein collectively as the "Parties."

RECITALS

WHEREAS, to secure the obligations of Debtor to the Secured Parties under the Loan Agreement, the Amended Purchase Agreement and the other documents evidencing obligations owing from Debtor to the Secured Parties (collectively, the "Credit Documents"), Debtor has agreed to grant a security interest in and lien on the Collateral (as defined below), and each of (i) Elkhorn, and (ii) Schedule A Lenders holding Notes representing at least a majority of the outstanding principal amount of all Notes currently outstanding under the Purchase

REDACTED

Agreement, have consented to such security interest in and lien on the Collateral for the benefit of all of the Secured Parties, such security interest and lien to be pari passu with the existing revolving loan credit facility by and between Debtor and Elkhorn and the obligations of Debtor to the Schedule A Lenders;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions; Interpretation.

(a) Defined Terms. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" shall mean all of Debtor's right, title and interest in, or to, all of the following property, whether now existing or hereafter arising from time to time, and wherever located:

- (a) Receivables;
- (b) Inventory;
- (c) Goods;
- (d) Contracts;
- (e) Equipment;
- (f) General Intangibles;
- (g) Chattel Paper;
- (h) Instruments and Documents;
- (i) Proceeds, products and accessions of any and all of the foregoing.

"Contracts" shall mean, all right, title and interest in, to and under, or derived from, any and all sale, service, performance and equipment lease contracts (whether written or oral), and any other contract (whether written or oral).

REDACTED

"Documents" shall have the meaning assigned to that term in the UCC.

"Equipment" shall mean all equipment (as defined in the UCC), wherever located, including, without limitation, all machinery, equipment, office machinery, furniture, conveyors, tools, materials, storage and handling equipment, automotive equipment, trucks, buses, motor vehicles, bottling and processing equipment, and all other equipment of every kind and nature, wherever situated, all modifications, alterations, repairs, substitutions, additions and accessions thereto, all replacements and all parts therefor, and together with all substitutes for any of the foregoing.

"General Intangibles" shall mean all general intangibles (as defined in the UCC) and (i) all manuals, blueprints, know-how, warranties and records in connection with the Equipment; (ii) all documents of title or documents representing Inventory, together with all records, files and writings with respect thereto; (iii) any and all rights, claims and causes of action of Debtor against any person including, without limitation all commercial tort claims (whether now existing or hereinafter arising) and the benefits of any and all collateral or other security given by any person in connection therewith; (iv) all information, customer lists, identification of suppliers, data, plans, blueprints, specification designs, drawings, surveys, engineering reports, test reports, manuals, materials, catalogs, research data, computer software and programs pertaining to the operations of Debtor; (v) all information relating to sales of products now or hereafter manufactured, distributed or franchised by Debtor; (vi) all accounting information pertaining to Debtor's operations of any of the Equipment, Inventory, Receivables or General Intangibles and all media in which, or on which, any of the information or knowledge or data or records relating to such operations or any of the Equipment, Inventory, Receivables or General Intangibles may be recorded or stored; (vii) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by Debtor pertaining to operations now or hereafter conducted by Debtor; (viii) all causes of action, claims and warranties now or hereafter owned or acquired by Debtor; (ix) all patents and patent applications, domestic or foreign (including without limitation such patents and patent applications as described in Schedule C attached hereto), and all improvements, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Patents"), all licenses relating thereto, all income and royalties with respect to any and all such licenses, and all rights arising therefrom and pertaining thereto, including all claims for damages by way of past, present and future infringement of any of the rights included in this subsection (ix), with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified in this subsection (ix); (x) all trademarks (including service marks), federal and state trademark registrations and applications made by Debtor, common law trademarks and trade names owned by or assigned to Debtor and all registrations and applications for the foregoing; (xi) all copyrights, whether statutory or common law, owned by or assigned to Debtor, including the entire goodwill of Debtor's business connected with the use and symbolized by the trademarks of Debtor; and (xii) all Licenses.

"Goods" shall mean all goods (as defined in the UCC), all tangible property or things which are movable, and all fixtures (as defined in the UCC).

"Instrument" shall have the meaning assigned to that term under the UCC.

"Inventory" shall mean, inclusively, all of Debtor's inventory (as such term is defined in the UCC), wherever located, including, without limitation, all raw materials, work in process, returned goods, finished goods, ingredients, labels, samples and consigned goods to the extent of the consignee's interest therein, materials and supplies of any kind or nature which are, or might be, used in connection with the manufacture, printing, publication, packing, shipping, advertising, selling or finishing of any such goods, and all other products, goods, materials and supplies.

"Investment Property" shall mean all security, whether certificated or uncertificated, all rights and property interests of Debtor with respect to financial assets (as defined under the UCC), all accounts to which financial assets are or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise the rights that comprise the financial asset, all commodity contracts (as defined under the UCC), and all commodity accounts (as defined under the UCC).

"Licenses" shall mean all license agreements (including covenants not to sue) in respect of a patent, trademark, tradename, service mark or copyright, whether Debtor is a licensor or licensee under any such Licenses, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (iii) any other rights to use, exploit or practice any patent, trademark, service mark or copyright.

"Obligations" means all of the obligations of payment and performance of Debtor in connection with Debtor's indebtedness arising out of the Credit Documents.

REDACTED

"Proceeds" shall have the meaning assigned to that term under the UCC or under other relevant law and, in any event, shall include, without limitation, any and all (i) proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Parties or to Debtor from time to time with respect to any of the Collateral, (ii) payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (iii) Instruments representing obligations to pay amounts in respect of Equipment, General Intangibles, Inventory or Receivables, (iv) products of the Collateral, and (v) other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" shall mean all accounts (as such term is defined in the UCC) and accounts receivables, and all rights to payment for goods sold or leased or services performed, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (i) all security pledged, assigned, hypothecated or granted to secure the foregoing, (ii) general intangibles arising out of any rights in any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (v) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers, and (vi) all books, records, ledgers, print-outs, file materials and other papers containing information relating to Receivables and any account debtors in respect thereof.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time under the laws of the Commonwealth of Massachusetts.

(b) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all."

2. Security Interest.

(a) Grant of Security Interest. As security for the full and timely payment and performance of all of the Obligations when due, Debtor hereby grants to the Secured Parties a first priority security interest in and lien on, all of Debtor's right, title and interest in, to and under the Collateral.

REDACTED

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 15 hereof.

4. Covenants, Representations and Warranties. Debtor covenants, agrees, represents and warrants, as of the date hereof, as follows:

(a) Except for a first priority lien and security granted to the Secured Parties hereunder at closing and licenses granted by Debtor to its customers in the ordinary course of business, Debtor is the sole owner of the Collateral. A true and correct list of all of the existing Collateral consisting all assets, including but not limited to U.S. patents and patent applications, owned by Debtor, in whole or in part, as set forth in Schedule C;

REDACTED

REDACTED

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REEL: 003888 FRAME: 0447

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REEL: 003888 FRAME: 0448

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TRADEMARK
REEL: 003888 FRAME: 0449

REDACTED

-10-

TRADEMARK
REEL: 003888 FRAME: 0450

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually-executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually-executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

REDACTED

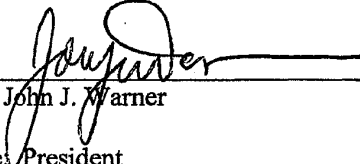
[Signature pages follow]

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Security Agreement to be executed by their duly authorized representatives as of the date first above written.

DEBTOR:

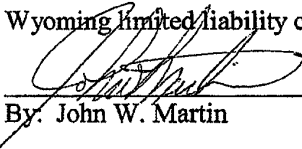
SELECTIVE MICRO TECHNOLOGIES, LLC,
a Massachusetts limited liability company


By: John J. Warner

Title: President

SECURED PARTY:

ELKHORN VALLEY INVESTMENTS, a
Wyoming limited liability company


By: John W. Martin

Title: Managing Partner

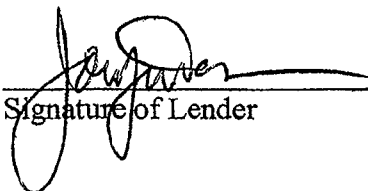
[Counterpart signature pages for Lenders as Secured Parties follow]

Counterpart Signature Page for Lenders

The undersigned hereby agrees to become a party to that certain Second Amended and Restated Security Agreement dated as of April __, 2008 (the "Agreement") by and among Selective Micro Technologies, LLC, a Massachusetts limited liability company, Elkhorn Valley Investments, a Wyoming limited liability company, and others. From and after the undersigned's execution and delivery this Counterpart Signature Page, the undersigned shall be a party to the Agreement.

John J. Warner

Printed Name of Lender



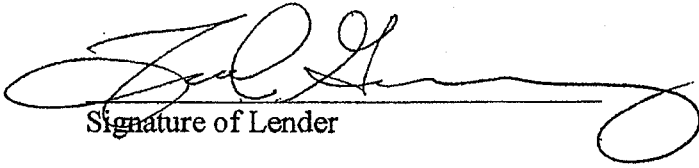
Signature of Lender

Counterpart Signature Page for Lenders

The undersigned hereby agrees to become a party to that certain Second Amended and Restated Security Agreement dated as of April __, 2008 (the "Agreement") by and among Selective Micro Technologies, LLC, a Massachusetts limited liability company, Elkhorn Valley Investments, a Wyoming limited liability company, and others. From and after the undersigned's execution and delivery this Counterpart Signature Page, the undersigned shall be a party to the Agreement.

FRANK GIMEXEY

Printed Name of Lender



Signature of Lender

Counterpart Signature Page for Lenders

The undersigned hereby agrees to become a party to that certain Second Amended and Restated Security Agreement dated as of April __, 2008 (the "Agreement") by and among Selective Micro Technologies, LLC, a Massachusetts limited liability company, Elkhorn Valley Investments, a Wyoming limited liability company, and others. From and after the undersigned's execution and delivery this Counterpart Signature Page, the undersigned shall be a party to the Agreement.

JENNIS S. TOTTENHAM
Printed Name of Lender

[Signature]
Signature of Lender

Counterpart Signature Page for Lenders

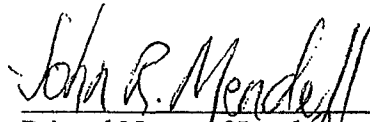
The undersigned hereby agrees to become a party to that certain Second Amended and Restated Security Agreement dated as of April __, 2008 (the "Agreement") by and among Selective Micro Technologies, LLC, a Massachusetts limited liability company, Elkhorn Valley Investments, a Wyoming limited liability company, and others. From and after the undersigned's execution and delivery this Counterpart Signature Page, the undersigned shall be a party to the Agreement.

Thomas Joyce
Printed Name of Lender

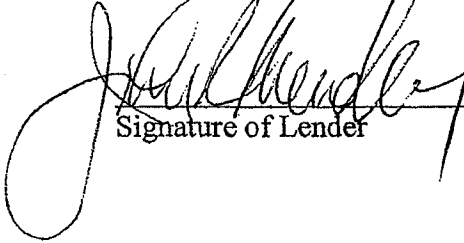
Thomas Joyce
Signature of Lender

Counterpart Signature Page for Lenders

The undersigned hereby agrees to become a party to that certain Second Amended and Restated Security Agreement dated as of April __, 2008 (the "Agreement") by and among Selective Micro Technologies, LLC, a Massachusetts limited liability company, Elkhorn Valley Investments, a Wyoming limited liability company, and others. From and after the undersigned's execution and delivery this Counterpart Signature Page, the undersigned shall be a party to the Agreement.



Printed Name of Lender



Signature of Lender

Counterpart Signature Page for Lenders

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STEVEN M. DAVENPORT

Printed Name of Lender

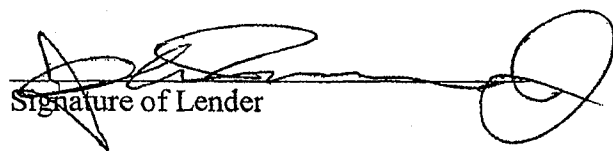
Steven M. Davenport

Signature of Lender

Counterpart Signature Page for Lenders

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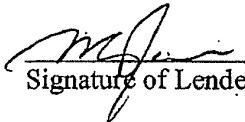
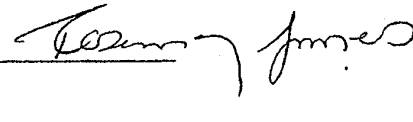
James M Pellicane Jr
Printed Name of Lender


Signature of Lender

Counterpart Signature Page for Lenders

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William C. James Rosemary James
Printed Name of Lender

 
Signature of Lender

Counterpart Signature Page for Lenders

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Paul Schultz
Printed Name of Lender

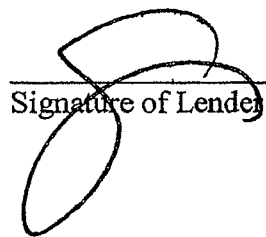
Paul Schultz
Signature of Lender

Counterpart Signature Page for Lenders

The undersigned hereby agrees to become a party to that certain Second Amended and Restated Security Agreement dated as of April __, 2008 (the "Agreement") by and among Selective Micro Technologies, LLC, a Massachusetts limited liability company, Elkhorn Valley Investments, a Wyoming limited liability company, and others. From and after the undersigned's execution and delivery this Counterpart Signature Page, the undersigned shall be a party to the Agreement.



Printed Name of Lender



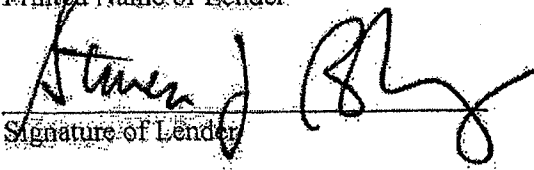
Signature of Lender

Counterpart Signature Page for Lenders

The undersigned hereby agrees to become a party to that certain Second Amended and Restated Security Agreement dated as of May 30, 2008 (the "Agreement") by and among Selective Micro Technologies, LLC, a Massachusetts limited liability company, Elkhorn Valley Investments, a Wyoming limited liability company, and others. From and after the undersigned's execution and delivery this Counterpart Signature Page, the undersigned shall be a party to the Agreement.

STEVEN BERKOWITZ
Printed Name of Lender

Signature of Lender

A handwritten signature in black ink, appearing to read "Steven J. Berkowitz", is written over a horizontal line. The signature is stylized and cursive.

Counterpart Signature Page for Lenders

The undersigned hereby agrees to become a party to that certain Second Amended and Restated Security Agreement dated as of April __, 2008 (the "Agreement") by and among Selective Micro Technologies, LLC, a Massachusetts limited liability company, Elkhorn Valley Investments, a Wyoming limited liability company, and others. From and after the undersigned's execution and delivery this Counterpart Signature Page, the undersigned shall be a party to the Agreement.

George P. Lawton

Printed Name of Lender

G.P. Lawton

Signature of Lender

SCHEDULE A

LENDER

Name: John J. Warner
State: Massachusetts

Name: Frank Gimenez
State: New York

Name: Dennis E. Tottenham
State: Texas

Name: Thomas M. Joyce
State: Connecticut

Name: John R. Mendell
State: Florida

Name: Steven M. Davenport
State: New Jersey

Name: James M. Pellicane, Sr.
State: New Jersey

Name: William C. and Rosemary James
State: New York

Name: Paul Schultz
State: New York

Name: Edward J. Sisk
State: New York

Name: Steven Berkowitz
State: New York

Name: George P. Lawlor
State: New York

SCHEDULE B

LENDER

Name: 1017 Holdings, LLC
State: Michigan

Name: Jabco, LP
State: Rhode Island

Name: Richard G. Williams Revocable Trust
State: Maryland

Name:
State:

Name:
State:

Name:
State:

Name:
State:

Name:
State:

Name:
State:

Name:
State:

SCHEDULE C

Debtor: Selective Micro Technologies, LLC

Issued U.S. Patents of Debtor

Patent No.	Issue Date	Title
6,607,696	29-Aug-03	Method and Apparatus for Controlled Release of A Gas
6,602,466	05-Aug-03	Method and Apparatus for Controlled Release of A Gas

Pending U.S. Patent Applications of Debtor

Serial No.	Filing Date	Title
10/225,769	22-Aug-02	Method and Apparatus for Controlled Release of A Gas
10/614,613	03-July-03	Method and Apparatus for Controlled Release of A Gas

Registered US Trademarks of Debtor

Reg. No.	Registration Date	Trademark
2,795,345	16-Dec-03	"Selective Micro" word mark
2,673,907	07-Jan-03	Company logo design
3,121,586	25-Jul-06	"Selectroicide" word mark
3,308,418	09-Oct-07	"Selectropure" word mark

EPA Registrations of the Debtor

Registration No.	Products
74986-4	2L500
74986-5	All G-Series products

SECOND AMENDED AND RESTATED SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement") is dated as of May 30, 2008 and entered into by and among Selective Micro Technologies LLC, a Massachusetts limited liability company (the "Debtor"), Elkhorn Valley Investments, a Wyoming limited liability company ("Elkhorn"), the lenders listed on Schedule A attached hereto (the "Schedule A Lenders"), and the lenders listed on Schedule B attached hereto (the "Schedule B Lenders," and with Elkhorn and the Schedule A Lenders, collectively, the "Secured Parties"). Debtor and the Secured Parties are at times referred to herein collectively as the "Parties."

RECITALS

WHEREAS, to secure the obligations of Debtor to the Secured Parties under the Loan Agreement, the Amended Purchase Agreement and the other documents evidencing obligations owing from Debtor to the Secured Parties (collectively, the "Credit Documents"), Debtor has agreed to grant a security interest in and lien on the Collateral (as defined below), and each of (i) Elkhorn, and (ii) Schedule A Lenders holding Notes representing at least a majority of the outstanding principal amount of all Notes currently outstanding under the Purchase

REDACTED

Agreement, have consented to such security interest in and lien on the Collateral for the benefit of all of the Secured Parties, such security interest and lien to be pari passu with the existing revolving loan credit facility by and between Debtor and Elkhorn and the obligations of Debtor to the Schedule A Lenders;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions; Interpretation.

(a) Defined Terms. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC. As used in this Agreement, the following terms shall have the following meanings:

“Collateral” shall mean all of Debtor’s right, title and interest in, or to, all of the following property, whether now existing or hereafter arising from time to time, and wherever located:

- (a) Receivables;
- (b) Inventory;
- (c) Goods;
- (d) Contracts;
- (e) Equipment;
- (f) General Intangibles;
- (g) Chattel Paper;
- (h) Instruments and Documents;
- (i) Proceeds, products and accessions of any and all of the foregoing.

“Contracts” shall mean, all right, title and interest in, to and under, or derived from, any and all sale, service, performance and equipment lease contracts (whether written or oral), and any other contract (whether written or oral).

REDACTED

“Documents” shall have the meaning assigned to that term in the UCC.

“Equipment” shall mean all equipment (as defined in the UCC), wherever located, including, without limitation, all machinery, equipment, office machinery, furniture, conveyors, tools, materials, storage and handling equipment, automotive equipment, trucks, buses, motor vehicles, bottling and processing equipment, and all other equipment of every kind and nature, wherever situated, all modifications, alterations, repairs, substitutions, additions and accessions thereto, all replacements and all parts therefor, and together with all substitutes for any of the foregoing.

“General Intangibles” shall mean all general intangibles (as defined in the UCC) and (i) all manuals, blueprints, know-how, warranties and records in connection with the Equipment; (ii) all documents of title or documents representing Inventory, together with all records, files and writings with respect thereto; (iii) any and all rights, claims and causes of action of Debtor against any person including, without limitation all commercial tort claims (whether now existing or hereinafter arising) and the benefits of any and all collateral or other security given by any person in connection therewith; (iv) all information, customer lists, identification of suppliers, data, plans, blueprints, specification designs, drawings, surveys, engineering reports, test reports, manuals, materials, catalogs, research data, computer software and programs pertaining to the operations of Debtor; (v) all information relating to sales of products now or hereafter manufactured, distributed or franchised by Debtor; (vi) all accounting information pertaining to Debtor’s operations of any of the Equipment, Inventory, Receivables or General Intangibles and all media in which, or on which, any of the information or knowledge or data or records relating to such operations or any of the Equipment, Inventory, Receivables or General Intangibles may be recorded or stored; (vii) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by Debtor pertaining to operations now or hereafter conducted by Debtor; (viii) all causes of action, claims and warranties now or hereafter owned or acquired by Debtor; (ix) all patents and patent applications, domestic or foreign (including without limitation such patents and patent applications as described in Schedule C attached hereto), and all improvements, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the “Patents”), all licenses relating thereto, all income and royalties with respect to any and all such licenses, and all rights arising therefrom and pertaining thereto, including all claims for damages by way of past, present and future infringement of any of the rights included in this subsection (ix), with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified in this subsection (ix); (x) all trademarks (including service marks), federal and state trademark registrations and applications made by Debtor, common law trademarks and trade names owned by or assigned to Debtor and all registrations and applications for the foregoing; (xi) all copyrights, whether statutory or common law, owned by or assigned to Debtor, including the entire goodwill of Debtor’s business connected with the use and symbolized by the trademarks of Debtor; and (xii) all Licenses.

“Goods” shall mean all goods (as defined in the UCC), all tangible property or things which are movable, and all fixtures (as defined in the UCC).

“Instrument” shall have the meaning assigned to that term under the UCC.

“Inventory” shall mean, inclusively, all of Debtor’s inventory (as such term is defined in the UCC), wherever located, including, without limitation, all raw materials, work in process, returned goods, finished goods, ingredients, labels, samples and consigned goods to the extent of the consignee’s interest therein, materials and supplies of any kind or nature which are, or might be, used in connection with the manufacture, printing, publication, packing, shipping, advertising, selling or finishing of any such goods, and all other products, goods, materials and supplies.

“Investment Property” shall mean all security, whether certificated or uncertificated, all rights and property interests of Debtor with respect to financial assets (as defined under the UCC), all accounts to which financial assets are or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise the rights that comprise the financial asset, all commodity contracts (as defined under the UCC), and all commodity accounts (as defined under the UCC).

“Licenses” shall mean all license agreements (including covenants not to sue) in respect of a patent, trademark, tradename, service mark or copyright, whether Debtor is a licensor or licensee under any such Licenses, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (iii) any other rights to use, exploit or practice any patent, trademark, service mark or copyright.

“Obligations” means all of the obligations of payment and performance of Debtor in connection with Debtor’s indebtedness arising out of the Credit Documents.

REDACTED

“Proceeds” shall have the meaning assigned to that term under the UCC or under other relevant law and, in any event, shall include, without limitation, any and all (i) proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Parties or to Debtor from time to time with respect to any of the Collateral, (ii) payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral, (iii) Instruments representing obligations to pay amounts in respect of Equipment, General Intangibles, Inventory or Receivables, (iv) products of the Collateral, and (v) other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Receivables” shall mean all accounts (as such term is defined in the UCC) and accounts receivables, and all rights to payment for goods sold or leased or services performed, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (i) all security pledged, assigned, hypothecated or granted to secure the foregoing, (ii) general intangibles arising out of any rights in any goods, the sale of which gave rise thereto, (iii) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (iv) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (v) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers, and (vi) all books, records, ledgers, print-outs, file materials and other papers containing information relating to Receivables and any account debtors in respect thereof.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time under the laws of the Commonwealth of Massachusetts.

(b) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.”

2. Security Interest.

(a) Grant of Security Interest. As security for the full and timely payment and performance of all of the Obligations when due, Debtor hereby grants to the Secured Parties a first priority security interest in and lien on, all of Debtor’s right, title and interest in, to and under the Collateral.

REDACTED

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 15 hereof.

4. Covenants, Representations and Warranties. Debtor covenants, agrees, represents and warrants, as of the date hereof, as follows:

(a) Except for a first priority lien and security granted to the Secured Parties hereunder at closing and licenses granted by Debtor to its customers in the ordinary course of business, Debtor is the sole owner of the Collateral. A true and correct list of all of the existing Collateral consisting all assets, including but not limited to U.S. patents and patent applications, owned by Debtor, in whole or in part, as set forth in Schedule C;

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually-executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually-executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

REDACTED

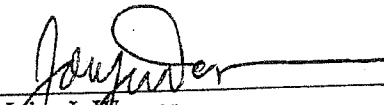
[Signature pages follow]

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Second Amended and Restated Security Agreement to be executed by their duly authorized representatives as of the date first above written.

DEBTOR:

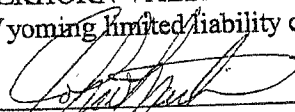
SELECTIVE MICRO TECHNOLOGIES, LLC,
a Massachusetts limited liability company



By: John J. Warner
Title: President

SECURED PARTY:

ELKHORN VALLEY INVESTMENTS, a
Wyoming limited liability company



By: John W. Martin
Title: Managing Partner

[Counterpart signature pages for Lenders as Secured Parties follow]

Counterpart Signature Page for Lenders

The undersigned hereby agrees to become a party to that certain Note and Warrant Purchase Agreement dated as of September 5, 2007, as amended by Amendment No. 1 to Note and Warrant Purchase Agreement, dated as of May 30, 2008 (as so amended, the "Amended Purchase Agreement"), by and among Selective Micro Technologies, LLC, a Massachusetts limited liability company (the "Company"), and the other parties named therein. From and after the undersigned's execution and delivery and the Company's acceptance of this Counterpart Signature Page, the undersigned shall be a party to the Amended Purchase Agreement as a Lender and shall be entitled to all benefits and bound by all obligations under the Amended Purchase Agreement applicable to the Lenders and the secured convertible note and warrant purchased by the undersigned shall be deemed to be a "Note" and "Warrant," respectively, for all purposes of the Amended Purchase Agreement.

MARY E. WILLIAMS REVOCABLE TRUST U/A/D 2/22/91
Printed Name of Lender

By: Mary E. Williams
Mary E. Williams, Trustee
Signature of Lender

Purchase price of Note: \$50,000

Number of Warrants: 50

Date: June 20, 2008

AGREED AND ACCEPTED:

SELECTIVE MICRO TECHNOLOGIES, LLC

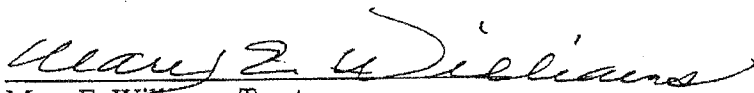
By: _____
Print Name: John J. Warner
Title: President

Counterpart Signature Page for Lenders

The undersigned hereby agrees to become a party to that certain Second Amended and Restated Security Agreement dated as of May 30, 2008 (the "Agreement") by and among Selective Micro Technologies, LLC, a Massachusetts limited liability company, Elkhorn Valley Investments, a Wyoming limited liability company, and others. From and after the undersigned's execution and delivery this Counterpart Signature Page, the undersigned shall be a party to the Agreement.

Mary E. Williams Revocable Trust U/A/D 2/22/91

Printed Name of Lender

A handwritten signature in cursive script that reads "Mary E. Williams". The signature is written in dark ink and is positioned above the printed name and title.

Mary E. Williams, Trustee

Signature of Lender

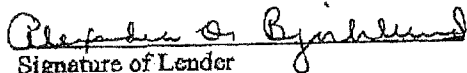
TRADEMARK

REEL: 003888 FRAME: 0483

Counterpart Signature Page for Lenders

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Alexandra O. Bjorklund
Printed Name of Lender


Signature of Lender

227080v2

SCHEDULE A

LENDER

Name: John J. Warner
State: Massachusetts

Name: Frank Gimenez
State: New York

Name: Dennis E. Tottenham
State: Texas

Name: Thomas M. Joyce
State: Connecticut

Name: John R. Mendell
State: Florida

Name: Steven M. Davenport
State: New Jersey

Name: James M. Pellicane, Sr.
State: New Jersey

Name: William C. and Rosemary James
State: New York

Name: Paul Schultz
State: New York

Name: Edward J. Sisk
State: New York

Name: Steven Berkowitz
State: New York

Name: George P. Lawlor
State: New York

SCHEDULE B

LENDER

Name: 1017 Holdings, LLC
State: Michigan

Name: Alexandra O. Bjorklund
State: Rhode Island

Name: Richard G. Williams
State: Maryland

Name: Mary E. Williams Revocable Trust U/A/D
2/22/91
State: Virginia

Name:
State:

Name:
State:

Name:
State:

Name:
State:

Name:
State:

Name:
State:

SCHEDULE C

Debtor: Selective Micro Technologies, LLC

Issued U.S. Patents of Debtor

Patent No.	Issue Date	Title
6,607,696	29-Aug-03	Method and Apparatus for Controlled Release of A Gas
6,602,466	05-Aug-03	Method and Apparatus for Controlled Release of A Gas

Pending U.S. Patent Applications of Debtor

Serial No.	Filing Date	Title
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10/614,613	03-July-03	Method and Apparatus for Controlled Release of A Gas

Registered US Trademarks of Debtor

Reg. No.	Registration Date	Trademark
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2,673,907	07-Jan-03	Company logo design
3,121,586	25-Jul-06	"Selectrocide" word mark
3,308,418	09-Oct-07	"Selectropure" word mark

EPA Registrations of the Debtor

Registration No.	Products
74986-4	2L500
74986-5	All G-Series products

Balance Sheet Assets (Preliminary as of March 31, 2008)

Asset	Amount (\$000)
Cash and Cash Equivalents	\$157
Accounts Receivable	149
Inventory	276
Prepaid Expenses	65
Fixed Assets (net of depreciation)	212
Deposits	29
Total Assets	\$888