

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
Alter Eco Americas Inc.		03/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	France Alter Eco		
Street Address:	36, blvd de la Bastille		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75012		
Entity Type:	LIMITED LIABILITY COMPANY: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77384630	ALTER ECO	
CORRESPONDENCE DATA			
Fax Number:	(510)834-1928		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	510-834-6600		
Email:	rlyons@wendel.com		
Correspondent Name:	Richard A. Lyons		
Address Line 1:	111 Broadway, 24th Floor		
Address Line 4:	Oakland, CALIFORNIA 94607		
ATTORNEY DOCKET NUMBER:	014093.2		
DOMESTIC REPRESENTATIVE			
Name:	R. King Milling Jr.		
Address Line 1:	666 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10103		

OP \$40.00 77384630

NAME OF SUBMITTER:	Richard A. Lyons
Signature:	/Richard A. Lyons/
Date:	06/02/2009
Total Attachments: 2 source=security interest#page1.tif source=security interest#page2.tif	

ATTACHMENT 1
TO SECURITY AGREEMENT

NOTICE OF SECURITY INTEREST IN TRADEMARK

THIS NOTICE OF SECURITY INTEREST, dated as of March 1st, 2009, is executed by ALTER ECO AMERICAS INC., a corporation organized and existing under the laws of Delaware, U.S.A. ("Grantor"), and FRANCE ALTER ECO, a limited company organized and existing under the laws of France ("Secured Party").

A. The Grantor owns in the United States the trademark "Alter Eco", which currently is the subject of a pending application in the U.S. Patent and Trademark Office, Serial No. 77384630, filed January 30, 2008 (the "Trademark").

B. Pursuant to a Security Agreement, dated as of March 1st 2009, between Grantor and Secured Party, Grantor, for good and valuable consideration, has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and the applications, registrations and renewals thereof in the United States, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, the right to sue for past, present and future infringements and dilutions thereof, the goodwill of the Grantor's business symbolized by the foregoing and connected therewith (the "Collateral"), to secure the obligations of the Grantor as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby confirm its grant to the Secured Party of a security interest in the Collateral, as set forth in detail in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is:

FRANCE ALTER ECO
36, blvd de la Bastille
75012 Paris
France

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

ALTER ECO AMERICAS INC.

By: 

Name: EDOUARD ROLLET

Title: Secretary & Treasurer