

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
American Leak Detection, Inc.		07/16/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Bank of Southern Connecticut
Street Address:	215 Church Street
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06510
Entity Type:	CORPORATION: CONNECTICUT

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2314143	LEAK BUSTERS
Registration Number:	1407957	"LEAK BUSTERS"
Registration Number:	1408918	AMERICAN LEAK DETECTION
Registration Number:	2256474	AMERICAN LEAK DETECTION
Registration Number:	2751272	LEAK DETECTION WITHOUT DESTRUCTION
Registration Number:	2856820	AMERICAN LEAK DETECTION THE ORIGINAL LEAK SPECIALISTS
Serial Number:	77388526	B ENVIRONMENTAL

CORRESPONDENCE DATA

Fax Number: (860)632-8629
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8606327200
 Email: engel@mkgip.com
 Correspondent Name: Michael Kinney, Michaud-Kinney Group LLP
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CH \$190.00 2314143

Address Line 2: Suite 206
Address Line 4: Middletown, CONNECTICUT 06457

ATTORNEY DOCKET NUMBER:	1380-0001
NAME OF SUBMITTER:	Michael K. Kinney
Signature:	/Michael K. Kinney/
Date:	07/26/2010

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the 16th day of July, 2010 by and between **The Bank of Southern Connecticut** ("Bank") and **American Leak Detection, Inc.** ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to **American Leak Detection Holding Corp.** and **Grantor** (the "Loan") in the amount and manner set forth in the Loan Agreement by and among **American Leak Detection Holding Corp., Grantor** and the Bank dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loan to **American Leak Detection Holding Corp.** and **Grantor**, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under that certain Term Note in the principal amount of \$4,000,000 dated of even date herewith.

B. Pursuant to the terms of a Security Agreement by and between the Grantor and the Bank dated of even date herewith (the "Security Agreement"), Grantor has granted to Bank 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 assets of the Grantor.

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 its obligations under the Term Note and the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Term Note and the Loan Documents, Grantor grants and pledges to Bank 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 **Exhibit A** hereto, and all divisional, re-issue, renewal, extension, substitute, continuation, continuation-in-part, convention and national applications, and derivative works based in whole or in part thereon) ("The Intellectual Property Collateral"), 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. Grantor further agrees to take no action or omission (e.g., failure to pay periodic maintenance/annuity fees) that would endanger the validity of The Intellectual Property Collateral without the prior written approval of Bank.

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

interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Term Note, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Term Note, 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 Bank, of any or all other rights, powers or remedies.

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:

AMERICAN LEAK DETECTION, INC.

By: Patrick DeSouza
Patrick DeSouza
Its Chairman

Address: 888 Research Drive, Suite 100
Palm Springs, California 92262

BANK:

THE BANK OF SOUTHERN CONNECTICUT

By: Jorge L. Perez
Jorge L. Perez
Its Vice President

Address of Bank: 215 Church Street
New Haven, Connecticut

Schedule A - Intellectual Property of American Leak Detection, Inc.

Issued U.S. Patents

Patent No.	Serial No.	Title	Issue Date
1. 6,851,314	10/774,900	Apparatus and method for detecting a leak in a swimming pool	February 8, 2005

Registered U.S. Trademarks

Trademark	Registration No.	Serial No.	Registration Date	Filing Date
1. LEAK BUSTERS Logo	2,314,143	75/604,065	February 1, 2000	December 11, 1998
2. "LEAK BUSTERS"	1,407,957	73/563,646	September 2, 1986	October 17, 1985
3. AMERICAN LEAK DETECTION & Design	1,408,918	73/563,645	September 9, 1986	October 17, 1985
4. AMERICAN LEAK DETECTION	2,256,474	75/339,906	June 29, 1999	August 12, 1997
5. LEAK DETECTION WITHOUT DESTRUCTION	2,751,272	76/419,387	August 12, 2003	June 11, 2002
6. AMERICAN LEAK DETECTION & Logo (International "No Leaks" sign) with The Original Leak Specialists (stylized)	2,856,820	78/157,271	June 22, 2004	August 23, 2002

Pending U.S. Trademark Applications

Trademark	Registration No.	Serial No.	Registration Date	Filing Date
1. B ENVIRONMENTAL		77/388,526		February 5, 2008

Schedule A - Intellectual Property of American Leak Detection, Inc.

Registered Foreign Trademarks				
<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	
1. LEAK BUSTERS Logo	Australia	A510008	10/29/91	
2. AUSTRALIAN LEAK DETECTION & Design	Australia	A510007	7/25/91	
3. LEAK BUSTERS	Australia	887570	8/30/01	
4. AUSTRILIAN LEAK DETECTION THE ORIGINAL (Stylized)	Australia	1043760	10/10/05	
5. ALD BELGIUM LEAK BUSTERS & Design	Benelux	614144	7/15/98	
6. ALD BELGIUM & Design	Benelux	640685	6/2/99	
7. LEAK BUSTERS AMERICAN LEAK DETECTION & Design	Brazil	817722548	3/26/96	
8. LEAK BUSTERS AMERICAN LEAK DETECTION & Design	Brazil	817722530	10/29/96	
9. CANADIAN LEAK DETECTION & Design	Canada	TMA445153	7/14/95	
10. LEAK BUSTERS & Design	Canada	TMA439801	2/24/95	
11. LEAK BUSTERS	Canada	TMA439802	2/24/95	
12. CANADIAN LEAK DETECTION THE ORIGINAL LEAK SPECIALISTS (Stylized)	Canada	1249028	3/17/08	
13. AMERICAN LEAK DETECTION LEAK BUSTERS & Logo	Chile	655894	1/23/03	
14. AMERICAN LEAK DETECTION	Japan	4244474	2/26/99	
15. LEAK BUSTERS	Japan	4244473	2/26/99	
16. AMERICAN LEAK DETECTION & Design	Mexico	427532	12/9/92	
17. LEAK BUSTERS & Design	South Korea	56677	9/21/99	
18. AMERICAN LEAK DETECTION & Design	South Korea	41-56676	9/21/99	
19. LEAK BUSTERS Bird and Wave Design	South Korea	62417	7/10/00	
20. LEAK BUSTERS KOREAN LEAK DETECTION (Stylized)	South Korea	86529	5/19/03	
21. LEAK BUSTERS	European Community	001014661	2/16/00	

Schedule A - Intellectual Property of American Leak Detection, Inc.

Registered Foreign Trademarks

	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
22.	LEAK BUSTERS Logo	European Community	001014679	3/17/00
23.	AMERICAN LEAK DETECTION LEAK BUSTERS Logo	European Community	001266618	11/6/00
24.	LEAKBUSTERS (block letters)	European Community	001393305	1/18/01
25.	LEAK BUSTERS Logo	United Kingdom	2049322	12/19/95
26.	ALD LEAK DETECTION	United Kingdom	2103745	6/27/96
27.	LEAK BUSTERS	United Kingdom	2049321	12/19/95
28.	AMERICAN LEAK DETECTION LEAK BUSTERS & Logo	Venezuela	S024896	7/30/04
29.	LEAK BUSTERS	France	98742204	12/24/98
30.	ALD Detection de Fuites and Design	France	98742205	12/24/98

Pending Foreign Trademark Applications

	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
1.	CACA VAZAMENTOS	Brazil	821108018	9/30/98
2.	AMERICAN LEAK DETECTION CACA VAZAMENTOS & Design	Brazil	820708305	4/29/98
3.	LEAK BUSTERS	Brazil	821108000	9/30/98
4.	LEAK BUSTERS	South Korea	7164/98	9/7/98
5.	AMERICAN LEAK DETECTION	South Korea	7167/98	9/7/98
6.	KOREAN LEAK DETECTION Logo	South Korea	99-10964	7/30/99
7.	AMERICAN LEAK DETECTION & Design	Spain	1731883	11/24/92
8.	LEAK BUSTERS CAZAFUGAS	Spain	2071309	1/31/97
9.	INTERNATIONAL LEAK DETECTIONS THE	European	003799202	4/16/04

Pending Foreign Trademark Applications

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ORIGINAL (Stylized)	Community		
10. UNITED KINGDOM LEAK DETECTION THE ORIGINAL (Stylized)	United Kingdom	2535963	

Common Law Copyrighted Works of Authorship

	<u>Title of Work</u>	<u>Nature of Work</u>	<u>Author/Claimant</u>
1.	American Leak Intranet (ALI) Manual	Text	American Leak Detection
2.	Customer Service Manual	Text	American Leak Detection
3.	Equipment & Production Manual	Text	American Leak Detection
4.	Human Resources Guidelines	Text	American Leak Detection
5.	Office Procedures & Administration Manual	Text	American Leak Detection
6.	QuickBooks Set-up Procedures & User Guidelines	Text	American Leak Detection
7.	Top of Mind Awareness (TOMA) Marketing Manual	Text	American Leak Detection
8.	Warehouse Policy & Procedures Manual	Text	American Leak Detection
9.	American Leak Detection Website (www.americanleakdetection.com)	Text/Photos	American Leak Detection