

**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
BioWorks, Inc.		07/20/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Cephas Capital Partners, L.P.
Street Address:	11 Schoen Place
City:	Pittsford
State/Country:	NEW YORK
Postal Code:	14534
Entity Type:	LIMITED PARTNERSHIP: NEW YORK

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2107037	ROOTSHIELD
Registration Number:	3192824	TRICON
Registration Number:	3729910	SUFFOIL-X
Registration Number:	3810581	NEMASHIELD
Serial Number:	77722863	BIOCLUSTER
Registration Number:	3517996	CEASE
Registration Number:	3004754	
Registration Number:	2835118	MILSTOP
Registration Number:	2520663	PLANTSHIELD
Registration Number:	2404813	TURFSHIELD
Registration Number:	2107038	BIOWORKS
Serial Number:	85022017	MOLT-X

**CORRESPONDENCE DATA**

**900167831**

**TRADEMARK  
 REEL: 004248 FRAME: 0400**

**CH \$315.00 2107037**

Fax Number: (585)419-8813  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 585-419-8636  
Email: mdipaolo@harrisbeach.com  
Correspondent Name: Neal L. Slifkin - Harris Beach PLLC  
Address Line 1: 99 Garnsey Road  
Address Line 4: Pittsford, NEW YORK 14534

ATTORNEY DOCKET NUMBER:	245978
NAME OF SUBMITTER:	Neal L. Slifkin
Signature:	/neal l. slifkin/
Date:	07/27/2010

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made July 20, 2010 in favor of CEPHAS CAPITAL PARTNERS, L.P., a New York limited partnership with an address of 11 Schoen Place, Pittsford, New York 14534 (“Investor”) by BioWorks, Inc. (“Grantor”) a Delaware corporation with an address of 100 Rawson Road, Suite 205, Victor, New York 14564.

THIS AGREEMENT AND THE RIGHTS THEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT MADE ON EVEN DATE HERewith AMONG GENESEE REGIONAL BANK AND INVESTOR AND ACKNOWLEDGED BY GRANTOR (THE “*INTERCREDITOR AGREEMENT*”). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL BE CONTROLLING.

Grantor and Investor hereby agree as follows:

1. Definitions. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Purchase Agreement, and to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code of the State of New York (the “*UCC*”) as amended from time to time. The following terms shall have the following meanings when used in this Agreement:

“*Collateral*” has the meaning set forth in Section 2.

“*Liabilities*” mean all indebtedness, liabilities, and obligations of every kind or nature, whether absolute or contingent, primary or secondary, direct or indirect, joint or several, and whether heretofore or hereafter created, arising, or existing or at any time due and owing from BW Acquisition Corp. and Grantor to Investor (including without limitation all obligations under the Purchase Agreement and all sums expended by the Investor for protection of its interests such as payments made for taxes, insurance, and expenses of collection).

“*Purchase Agreement*” means the Note Purchase Agreement between the Investor and BW Acquisition Corp. dated as of even date herewith as the same may be modified, extended, or replaced from time to time.

“*PTO*” means the United States Patent and Trademark Office.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Liabilities, Grantor hereby grants to Investor a security interest in, and a mortgage upon, all of Grantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “*Collateral*”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service

marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Investor is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Purchase Agreement. This Agreement has been entered into in conjunction with the security interests granted to Investor under the Purchase Agreement. The rights and remedies of Investor with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Purchase Agreement and Transaction Documents (defined in the Purchase Agreement), all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Investor that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations or applications owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Investor to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Investor to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents

for filing with the PTO or any applicable state office. Investor may record this Agreement, an abstract thereof, or any other document describing Investor's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Investor to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Investor. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify Investor in a writing signed by the Grantor of the brief details thereof and grant to the Investor in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Investor.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Investor with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Investor to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Investor's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Laws. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8. Entire Agreement; Amendment. This Agreement and the Purchase Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Purchase Agreement. Notwithstanding the foregoing, Investor unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. If any provision hereof expressly conflicts with any specific provision of the Purchase Agreement, the terms of the Purchase Agreement shall be controlling.

9. 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.

10. Default. The following events or conditions shall be an "Event of Default" under this Agreement: (a) any Event of Default under the Purchase Agreement or (b) any default by the Grantor in the performance or observance of the terms and conditions of this Agreement.

11. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Liabilities, renewal, extension or modification thereof need be given to Grantor. This Agreement will terminate only at such time as the Liabilities have been finally and irrevocably satisfied in full.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.

13. No Waiver. Grantor agrees that no representation, promise, or agreement made by the Investor or by any officer or employee of the Investor, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Investor hereunder unless agreed by the Investor in writing. None of the rights and remedies of Investor hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Investor. No delay or omission on the part of the Investor in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by the Investor in writing.

14. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

15. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.

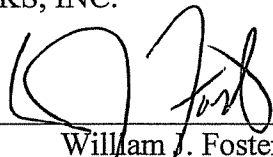
16. Miscellaneous. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Liabilities and with respect to the Collateral.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

BIOWORKS, INC.

By:

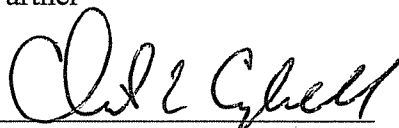


William J. Foster  
President

CEPHAS CAPITAL PARTNERS, L.P.

By: Chephas LLC  
Its: General Partner

By:



Clint W. Campbell  
Managing Member

SCHEDULE A  
 To the Trademark Security Agreement  
 Grantor: BioWorks, Inc.

Trademarks and Service Marks Registered or Applied For				
<u>Mark</u>	<u>United States Registration Number</u>	<u>United States Serial Number</u>	<u>Canada Registration Number</u>	<u>Mexico</u>
Rootshield	2107037	75159325	TMA621407	1076097
Tricon	3192824	72792687		
Suffoil-X	3729910	77684340		
Nemashield	3810581	77869142		
Biocluster		77722863		
Cease	3517996	77368347		
Logo of Hands Surrounding Seedling (Design)	3004754	76528815		
Milstop	2835118	76390576	TMA702085	
Plantshield	2520663	75639487		
Turfshield	2404813	75639486		
Bioworks	2107038	75179326		
Molt-X		85022017		