DP \$215.00 3268732

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
EcoSMART Technologies, Inc.	FORMERLY EcoSMART, Inc.	12/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	2010 North First Street, Suite 310
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: MARYLAND

Name:	Venture Lending & Leasing V, Inc.
Street Address:	2010 North First Street, Suite 310
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3268732	ECOSMART
Registration Number:	2705280	ECO EXEMPT
Registration Number:	2972176	ECOSMART
Registration Number:	3043271	ECOSMART TECHNOLOGIES, INC.
Registration Number:	3641212	WITH ECOSMART BOTANICALS
Serial Number:	78887621	ECOSMART BOTANICALS
Serial Number:	77512031	ECOSMART ORGANIC
Serial Number:	77705854	ECOSMART - THE SAFE PESTICIDE BRAND

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CORRESPONDENCE DATA

Fax Number: (415)777-4961

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

Phone: 415 981 1400

Email: gkiviat@grmslaw.com
Correspondent Name: Jeffrey T. Klugman

Address Line 1: Four Embarcadero Center, Suite 4000
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	46109/0256 & 47558/0040
NAME OF SUBMITTER:	Jeffrey T. Klugman
Signature:	/Jeffrey T. Klugman/
Date:	02/04/2011

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is made as of December 30, 2010, by and between ECOSMART TECHNOLOGIES, INC., a Delaware corporation ("<u>Grantor</u>"), and VENTURE LENDING & LEASING V, INC. ("<u>VLL5</u>") and VENTURE LENDING & LEASING VI, INC. ("<u>VLL6</u>"), both Maryland corporations (sometimes referred to herein individually or together as "<u>Secured Party</u>").

RECITALS

- A. Pursuant to (i) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL5, as lender, and (ii) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL6, as lender, as such agreements may from time to time be amended, restated, supplemented or otherwise modified (individually and together, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.
- B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. <u>Grant of Security Interest.</u> As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):
- (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations

and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

- (d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, 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 above;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

- 2. <u>Covenants and Warranties</u>. Grantor represents, warrants, covenants and agrees as follows:
 - (a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;
- (b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

- (c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;
- (d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal questers, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral
- (e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights except to the extent Grantor determines that such Trademarks, Patents or Copyrights no longer have material value to the business or operations of Grantor(ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Borrower deems it to be in the best interest of Borrower's business except to the extent Grantor determines that such Trademarks, Patents or Copyrights no longer have material value to the business or operations of Grantor, without the written consent of Secured Party, which consent shall not be unreasonably withheld;
- (f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and
- (g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could be reasonably be expected to prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances, restrictions and Permitted Liens, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

- (b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.
- 4. <u>Events of Default</u>. The occurrence of any of the following shall constitute an Event of Default under this Agreement:
 - (a) An Event of Default under the Loan Agreement; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.
- 5. <u>Amendments</u>. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.
- 6. <u>Counterparts.</u> This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- 7. Release. Secured Party agrees that it shall release its Lien on the Collateral (as such term is defined herein) upon the payment in full of the amounts owing under the Loan Agreement and otherwise on the terms and conditions set forth in the Supplement and to execute and deliver, at Grantor's sole cost and expense, all documents and instruments necessary to effectuate such release.
- 8. Several Nature of Secured Party's Obligations and Rights: Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL5, on the one hand, and Grantor and VLL6, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL5 and VLL6. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL5 and VLL6, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL5 and VLL6, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL5 and/or VLL6 independently of one another. The security interests granted by Grantor to each of VLL5 and VLL6 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

iddress of Grantor:	ECOSMART TECHNOLOGIES, INC.
rom the Closing Date to approximately February 1, 011;	ву:
	Name:
600 Mansell Rond, Suite 150 Iphmetin, GA 30022 tm: Chief Financial Officer	lts:
om and after approximately February 1, 2011	
D Mansell Court. Suite 375 oswell, GA 30076 Un: Chief Financial Officer	

VENTURE LENDING & LEASING V, INC.

By: Jay/Cohm

Its: Vice President

47558/0040 JTK/387497.2

Address of Secured Party:

San Jose, CA 95131 Ann: Chief Financial Officer

2010 North First Street, Stitle 310

Address of Secured Party:

2010 North First Street, Stitte 310 San Jose, CA 95131 Attn: Chief Financial Officer SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

Вy,

Name:

lts:

Vice President

47558/0040 JTK/387497,2

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EcoSMART Technologies, Inc. Patent Schedule - United States

ID	Application Number	Application Date	Patent Number	Grant Date	Title
1	9517620	3/3/2000	6506707	1/14/2003	herbicidal compositions containing plant essential oils and mixtures or blends thereof
2	10190667	7/9/2002	6812258	11/2/2004	cancer treatment composition and method using natural plant essential oils
3	9362189	7/28/1999	6849614	2/1/2005	synergistic and residual pesticidal compositions containing plant essential cils
	9340391	6/28/1999	6986898	1/17/2006	synergistic and residual pesticidal compositions containing plant essential oils with enzyme
5	9984502	10/30/2001	6689395	2/10/2004	inhibitors pesticidal compositions containing plant essential oils against mites
6	9604157	6/27/2000	6858653	2/22/2005	pesticidal compositions containing plant essential oils against termites
0	8004137	0/2//2000	000000	2/22/2003	method for controlling house dust mites with a composition comprising phenylethyl
7	9604158	6/27/2000	6887899	5/3/2005	propionate
8	9604082	6/27/2000			pesticidal compositions containing rosemary oil
9	9604397	6/27/2000	6531163	3/11/2003	pesticidal compositions containing peppermint oil
10	9633621	8/7/2000	6949587	9/27/2005	pesticidal compositions containing plant essential oils against beetles
11	10269870	10/15/2002	6974584	12/13/2005	pesticidal compositions containing plant essential oils against human body louse
12	10270134	10/15/2002	6969522	11/29/2005	pesticidal compositions containing plant essential oils against human body louse
13	9578707	5/26/2000	6534099	3/18/2003	pesticidal compositions containing menthyl salicylate
14	9578724	5/26/2000	6713518	3/30/2004	non-hazardous pest control
15	9865461	5/29/2001	6555121	4/29/2003	pesticidal compositions containing mineral oil and/or soybean oil
16	11046239	1/31/2005	7250175	7/31/2007	synergistic and residual pesticidal compositions containing plant essential oils
17	10765093	1/28/2004			herbicidal compositions containing clove oil
18	10759177	1/20/2004	7291650	11/6/2007	cancer treatment composition and method using natural plant essential oils
19	10770386	2/4/2004	7008649	3/7/2006	cancer treatment composition and method using natural plant essential oils with signal transduction modulators
20	10810859	3/29/2004	7109240	9/19/2006	non-hazardous pest control
21	11046241	1/31/2005	7320966	1/22/2008	synergistic and residual pesticidal compositions containing plant essential oils
22	11046240	1/31/2005	7351420	4/1/2008	synergistic and residual pesticidal compositions containing plant essential oils
23	11046244	1/31/2005	7361366	4/22/2008	synergistic and residual pesticidal compositions containing plant essential oils
24	11046231	1/31/2005	7476397	1/13/2009	synergistic and residual pesticidal compositions containing plant essential oils
25	11261596	10/31/2005	7357939	4/15/2008	synergistic and residual pesticidal compositions containing plant essential oils with enzyme inhibitors
26	11261597	10/31/2005	7438923	10/21/2008	synergistic and residual pesticidal compositions containing plant essential oils with enzyme inhibitors
27	11261598	10/31/2005	7241806	7/10/2007	synergistic and residual pesticidal compositions containing plant essential oils with enzyme inhibitors
28	11261595	10/31/2005			synergistic and residual pesticidal compositions containing plant essential oils with enzyme inhibitors
29	11261755	10/31/2005	7238726	7/3/2007	synergistic and residual pesticidal compositions containing plant essential oils with enzyme inhibitors
30	60712824	9/1/2005			pesticidal compositions containing isopropyl myristate as a synergist for plant essential oils
31	60713718	9/6/2005			pesticidal compositions containing isopropyl myristate and analogs of same as a synergist for plant essential oils
32	61089841	8/18/2008			pesticidal methods and compositions against gaba receptors
33	61090263	8/20/2008			pesticidal methods and compositions against gaba receptors
34	11469823	9/1/2006			pesticidal compositions containing isopropyl myristate and analogs of same as a synergist for plant essential oils
35	11621070	1/8/2007			emulsifiable concentrate (ec) formulations for pesticides
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ID	Application Number	Application Date	Patent Number	Grant Date	Title
36	11621898	1/10/2007			pesticidal compositions containing isopropyl containing compounds as pesticidally active ingredients
37	60887770	2/1/2007			system, methods and apparatuses for EPA exempt pesticidal compositions
38	11737056	4/18/2007			pesticidal compositions containing rosemary oil and wintergreen oil
39	60914941	4/30/2007			pesticidal compositions
40	11746927	5/10/2007			pesticidal compositions containing rosemary oil and wintergreen oil
41	11830529	7/30/2007	7537777	5/26/2009	synergistic and residual pesticidal compositions containing plant essential oils
42	11830544	7/30/2007	7531189	5/12/2009	synergistic and residual pesticidal compositions containing plant essential oils
43	11830561	7/30/2007			synergistic and residual pesticidal compositions containing plant essential oils
44	11830591	7/30/2007			synergistic and residual pesticidal compositions containing plant essential oils
45	11830602	7/30/2007	7618645	11/17/2009	synergistic and residual pesticidal compositions containing plant essential oils
46	11830616	7/30/2007	7534447	5/19/2009	synergistic and residual pesticidal compositions containing plant essential oils
47	11830634	7/30/2007		-	synergistic and residual pesticidal compositions containing plant essential oils
48	12024809	2/1/2008			system, methods and apparatuses for EPA exempt pesticidal compositions
49	12046782	3/12/2008			synergistic and residual pesticidal compositions containing plant essential oils with enzyme inhibitors
50	12112632	4/30/2008			pesticidal compositions
51	062	4/30/2008			pesticidal compositions
52	61169531	4/15/2009			pesticidal methods and compositions against gaba receptors
53	12424415	4/15/2009			pest repellent compositions and methods
54	12543406	8/18/2009			pesticidal methods and compositions for modulating gaba receptors
55	12598353	10/30/2009			pesticidal compositions

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ECOSMART TECHNOLOGIES, INC. Trademark Schedule

			A STATE OF THE PROPERTY OF THE	U.S. Trademarks	arks		
Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Status	N&V Ref.
FCOSMART	77/164,366	04/24/2007	3,268,732		Essential oils for use as active ingredients in pesticides, insecticides, insecticides, herbicides, and fungicides, in Class 3; Pesticides, insecticides, herbicides, and fungicides, pesticides, and fungicides, or agricultural, domestic, commercial, industrial professional and institutional use; pesticides and insecticides for the animal health industry, insect and pest repellants; chemical preparations used to kill insects and external	Registered; 2 st Ext Filed August 5, 2009	4397-51
ECOSMART	76/543,717	09/09/2003	3,268,732	07/24/2007	Pesticides, insecticides, herbicides, and fungicides, all for domestic and agricultural use; insect and pest repellents; chemical preparations used to kill insects and external parasites for domestic use; and insect and pest repellents in the nature of oils, lotions and sprays; essential oils for use as active ingredients in pesticides, insecticides, in class 5	Registered; Declaration of Use due between 07/24/2012 and 07/24/2013	4397-22

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Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Status	N&V Ref
ECOSMART BOTANTICALS	78/887/621	05/19/2006			Pesticides, insecticides, herbicides, and fungicides, all for domestic and agricultural use; insect and pest repellents; chemical preparations used to kill insects and external parasites for domestic use; and insect and pest repellents in the nature of oils, lotions and sprays; essential oils for use as active ingredients in pesticides, insecticides, in Class 5	Allowed; 3 st Request for Extension of Time to File SOU filed 5/15/2009.	4397-35
ECO EXEMPT	76/258,880	05/18/2001	2,705,280	04/08/2003	Pesticides, insecticides, herbicides, and fungicides, all for domestic and agricultural use; insect and pest repellants; chemical preparations used to kill insects and external parasites for domestic use; and chemical preparations for destroying insects, pests, and vermin, Class 6	Registered	4397-13
ECOSMART & Design	76/543,718	09/09/2003	2,972,176	07/19/2005	Insecticides, herbicides, and fungicides, all for domestic and agricultural use; chemical preparations used to kill insects and external parasites for domestic use, Class 5	Registered; Declaration of Use due between 07/19/2010 and 07/19/2011	4397-23
ECOSMART ORGANIC	77/512,031	07/01/2008			Organic pesticides, organic insecticides, organic fungicides, organic herbicides, organic herbicides, organic insect repellents	Allowed August 11, 2009; Statement of Use Filed October 16, 2009	4397-67

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