

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
Ostara Nutrient Recovery Technologies Inc.		03/29/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Export Development Canada		
Street Address:	151 O'Connor Street		
City:	Ottawa		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85010953	WE MAKE RECOVERY COMPLETE	
Registration Number:	3532577	CRYSTAL GREEN	
Serial Number:	77845872	ALL WAYS GREEN	
Registration Number:	3909846		
Registration Number:	3865199	PEARL	
Serial Number:	77865346	CREATING VALUE FROM WASTE	
CORRESPONDENCE DATA			
Fax Number:	(503)224-0155		
Phone:	503-205-2596		
Email:	trademark@millermash.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Paul L. Havel		
Address Line 1:	111 S.W. Fifth Avenue		
Address Line 2:	Suite 3400		
Address Line 4:	Portland, OREGON 97204		

CH \$165.00 85010953

ATTORNEY DOCKET NUMBER:

207660

DOMESTIC REPRESENTATIVE

Name: Paul L. Havel
Address Line 1: 111 S.W. Fifth Avenue
Address Line 2: Suite 3400
Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER:

Paul L. Havel

Signature:

/Paul L. Havel/

Date:

10/10/2011

Total Attachments: 6

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(OSTARA NUTRIENT RECOVERY TECHNOLOGIES INC.)**

This Intellectual Property Security Agreement is entered into as of March 29, 2011, between **EXPORT DEVELOPMENT EDC** ("**EDC**") and **OSTARA NUTRIENT RECOVERY TECHNOLOGIES INC.**, a corporation incorporated under the laws of Canada ("**Debtor**").

RECITALS

A. EDC has agreed to extend certain financial accommodations in favour, or for the benefit, of Debtor or its subsidiaries (the "**Accommodations**") in the amounts and manner set forth in that certain letter of offer between EDC and Debtor dated March 4, 2011, (as the same may be amended, modified or supplemented from time to time, the "**Offer Letter**"). Capitalized terms used herein without definition are used as defined in the Offer Letter.

B. EDC is willing to establish the Accommodations, but only upon the condition, among others, that Debtor shall grant to EDC a security interest in its intellectual property (collectively, the "**Intellectual Property**"), as more particularly described in that certain General Security Agreement dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), to secure the Obligations (as defined in the Security Agreement).

C. Pursuant to the terms of the Security Agreement, Debtor has granted to EDC a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property.

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 the Obligations, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Debtor grants and pledges to EDC a security interest in all of Debtor's right, title and interest in, to and under the Intellectual Property, including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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 and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to EDC under the Security Agreement. The rights and remedies of EDC with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other documents relating to the Accommodations and those which are now or hereafter available to EDC as a matter of law or equity. Each right, power and remedy of EDC provided for herein or in the Security Agreement or any of the other documents relating to the Accommodations, 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 EDC of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other documents relating to the Accommodations, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including EDC, of any or all other rights, powers or remedies.

This security interest is hereby expressly subordinated to:

- (a) the interest of the University of British Columbia in the Technology and any UBC Improvements (as those terms are defined in the License Agreement between the University of British Columbia and Ostara Nutrient Recovery Technologies Inc. signed September 6, 2005, as amended, restated or replaced from time to time); and
- (b) the interest of Clean Water Institute in WASSTRIP Licensed Technology (as that term is defined in the WASSTRIP License Agreement dated October 1, 2010 between Clean Water Institute and Ostara Nutrient Recovery Technologies Inc., as amended, restated or replaced from time to time).

Debtor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Debtor hereby irrevocably appoints EDC (and any of EDC's designated officers, or employees) as Debtor's true and lawful attorney to modify, in its sole discretion, this Agreement without first obtaining Debtor's approval of or

or signature to such modification by amending Exhibits A, B, and C, hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest. The appointment of EDC as Debtor's attorney in fact, and each and every one of EDC's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and EDC's obligation to provide advances is terminated.

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.

Address of Debtor:

Suite 690, 1199 W. Pender Street
Vancouver BC V6E 2R1

DEBTOR:

**OSTARA NUTRIENT RECOVERY
TECHNOLOGIES INC.**, a corporation incorporated
under the laws of Canada

By: 

Name: Myles Degenstein

Title: Treasurer *CFO, Secretary*

Address of Secured Party:

151 O'Connor Street
Ottawa ON K1A 1K3

SECURED PARTY:

EXPORT DEVELOPMENT CANADA

By: _____

Name: _____

Title: _____

or signature to such modification by amending Exhibits A, B, and C, hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest. The appointment of EDC as Debtor's attorney in fact, and each and every one of EDC's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and EDC's obligation to provide advances is terminated.

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Address of Debtor:

Suite 690, 1199 W. Pender Street
Vancouver BC V6E 2R1

DEBTOR:

**OSTARA NUTRIENT RECOVERY
TECHNOLOGIES INC.**, a corporation incorporated
under the laws of Canada

By: 

Name: Myles Degenstein


Title: Treasurer *VP, Secretary*

Address of Secured Party:

151 O'Connor Street
Ottawa ON K1A 1K3

SECURED PARTY:

EXPORT DEVELOPMENT CANADA

By: 

Name: BLAKE CURTIS / DEREK AUSTIN

Title: UNDERWRITER / MANAGER

EXHIBIT A

United States Copyrights

None.

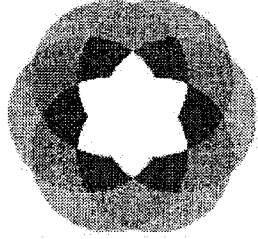
EXHIBIT B

United States Patents

<i>Country</i>	<i>Application/ Patent No.</i>	<i>Title</i>
US	61/346002	TREATMENT OF PHOSPHATE-CONTAINING WASTEWATER
US	13/021677	AERATED REACTOR APPARATUS AND METHODS
US	61/443186	METHODS AND APPARATUS FOR STRUVITE RECOVERY USING UPSTREAM CO2 INJECTION
US	61/443183	METHODS AND APPARATUS FOR STRUVITE RECOVERY USING UPSTREAM PHOSPHATE INJECTION
US	61/443202	METHODS AND APPARATUS FOR RECOVERY OF STRUVITE USING UPSTREAM INJECTION OF IRON COMPOUNDS
US	Unfiled	REACTOR FOR PRECIPITATING SOLUTES FROM WASTEWATER
US	Unfiled	STRUVITE SYNTHESIS

EXHIBIT C

United States Trademarks

<i>Serial No.</i>	<i>Registration No.</i>	<i>Mark</i>
85010953		WE MAKE RECOVERY COMPLETE
78861221	3532577	CRYSTAL GREEN
77845872		ALL WAYS GREEN
77845873	3909846	
77666230	3865199	PEARL
77865346		CREATING VALUE FROM WASTE