

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.		03/25/2011	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Comerica Bank, a Texas banking association
<b>Street Address:</b>	Suite 2210, 200 Bay Street
<b>Internal Address:</b>	South Tower, Royal Bank Plaza
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5J 2J2
<b>Entity Type:</b>	: TEXAS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	85551157	OSTARA

**CORRESPONDENCE DATA**

Fax Number: (734)930-2494  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 734-761-3780  
 Email: asujek@bodmanlaw.com  
 Correspondent Name: Angela Alvarez Sujek - Bodman PLC  
 Address Line 1: 201 South Division, Ste. 400  
 Address Line 4: Ann Arbor, MICHIGAN 48104

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:

OP \$40.00 85551157

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Angela Alvarez Sujek

Signature:

/Angela Alvarez Sujek/

Date:

04/02/2012

**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 25, 2011, between **COMERICA BANK** ("Bank") and **OSTARA NUTRIENT RECOVERY TECHNOLOGIES INC.**, a corporation incorporated under the laws of Canada ("Debtor").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Debtor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement between Bank and Debtor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property, as defined 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.

C. Pursuant to the terms of the Security Agreement, Debtor has granted to Bank 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 Bank a security interest in all of Debtor's right, title and interest in, to and under its 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 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 Security 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 Security 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.

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 Bank (and any of Bank'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 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 Bank as Debtor's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank's obligation to provide advances is terminated.

[Signatures on following page]

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:

Comerica Bank  
Suite 2210, 200 Bay Street  
South Tower, Royal Bank Plaza  
Toronto, Ontario, M5J 2J2

SECURED PARTY:

COMERICA BANK

By: 

Name: Roberta Rosen

Title: VICE-PRESIDENT - REGIONAL MANAGER

*WILLIAM*

**EXHIBIT A**

**United States Copyrights**

None.

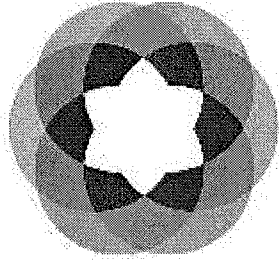
**EXHIBIT B**

**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
85/551157		OSTARA