

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARIEL RESEARCH CORPORATION		10/29/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	2321 Rosecrans Avenue, Suite 5000		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2747932	ARIEL GLOBALVIEW	
Registration Number:	2776191	ARIELLINK	
Registration Number:	2611883	ARIEL INSIGHT	
Registration Number:	1960115	EURO CHEMICALS REPORT	
Registration Number:	2597309	REGGUARD	
Serial Number:	76170865	WEBINSIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(619)234-3815		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6193386636		
<b>Email:</b>	tadams@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard Mullin Richter & Hampton		
<b>Address Line 1:</b>	501 West Broadway, 19th Floor		
<b>Address Line 2:</b>	Attn: Trina Adams		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101-3598		

CH \$165.00 2747932

NAME OF SUBMITTER:	Trina Adams
Signature:	/Trina Adams/
Date:	02/01/2005
Total Attachments: 5 source=ArielIPSA#page1.tif source=ArielIPSA#page2.tif source=ArielIPSA#page3.tif source=ArielIPSA#page4.tif source=ArielIPSA#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 29, 2004 by and between COMERICA BANK ("Bank") and ARIEL RESEARCH CORPORATION, a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to 3E COMPANY ENVIRONMENTAL, ECOLOGICAL AND ENGINEERING in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor 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 are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, 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 the Guaranty and Third Party Security Agreement (the "Guaranty Documents") of even date herewith, granted by Grantor to Bank to guaranty Borrower's obligations under the Loan Agreement.

B. Pursuant to the terms of the Third Party 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 Collateral.

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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Guaranty Documents and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Schedules 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 Guaranty Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty Documents 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 Guaranty Documents 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 Guaranty Documents 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.

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

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.

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.

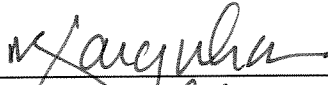
GRANTOR:

Address of Grantor:

1905 Aston Avenue  
Carlsbad, CA 92008

Attn: Chief Executive Officer

ARIEL RESEARCH CORPORATION

By:   
Title: CFO

BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000  
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

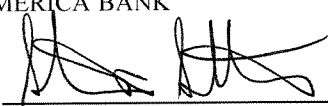
By:   
Title: Vice President

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	NONE		

EXHIBIT B

Patents

<u>Description</u>	Patent Application <u>No./Issued Patent No.</u>	<u>Date</u>
NONE		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ARIEL GLOBALVIEW	2747932	08/05/2003
ARIELLINK	2776191	10/21/2003
ARIEL INSIGHT	2611883	08/27/2002
EURO CHEMICALS REPORT	1960115	03/05/1996
REGGUARD	2597309	07/23/2002
WEBINSIGHT	76170865	11/22/2000