

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
DryJect Services, LLC		05/17/2007	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of Montreal, Chicago Branch, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2366950	DRYJECT	
Serial Number:	78938125	DRYJECT	
Serial Number:	78938061	21ST CENTURY AERATION	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1509405		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$90.00 2366950

Signature:	/richard kalwa/
Date:	06/06/2007
Total Attachments: 5 source=2253952#page1.tif source=2253952#page2.tif source=2253952#page3.tif source=2253952#page4.tif source=2253952#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 17th day of May, 2007, DryJect Services, LLC, a Illinois limited liability company ("*Debtor*"), with its principal place of business and mailing address at 750 Lake Cook Road, Buffalo Grove, IL 60089, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, IL 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DRYJECT SERVICES, LLC

By Stephen Ade
Name Stephen Ade
Title VP-Financier

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago Branch, as
Administrative Agent

By _____
Name _____
Title _____

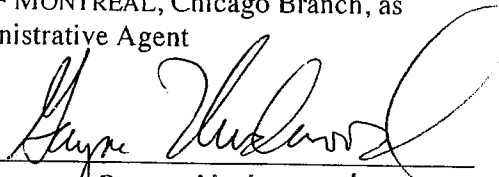
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DRYJECT SERVICES, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago Branch, as
Administrative Agent

By  _____
Name **Gayne Underwood**
Title **Vice President**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARK	APPLICATION/ REG. NO.	APPLICATION/ REG. DATE	STATUS
Dryject	2366950	07/11/00	Registered

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	APPLICATION/ REG. NO.	APPLICATION/ REG. DATE	STATUS
Dryject	78938125	07/26/06	Pending
21 st Century Aeration	78938061	07/26/06	Pending