

**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
INTERNATIONAL PAPER PRODUCTS CORPORATION		12/10/2007	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	TD BANKNORTH, N.A.
Street Address:	2461 MAIN STREET
City:	GLASTONBURY
State/Country:	CONNECTICUT
Postal Code:	06033
Entity Type:	BANK: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3274896	IPP
Registration Number:	3153683	ENVIRO-FUELCUBES
Registration Number:	3229149	INTERNATIONAL IPP MANUFACTURING BIOMASS FUEL AND RECYCLING MATERIALS ARE YOU BURIED
Serial Number:	77008401	SRM
Serial Number:	77019511	DDU

**CORRESPONDENCE DATA**

Fax Number: (860)548-2680  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 860-548-2600  
 Email: sgervais@uks.com  
 Correspondent Name: Nicole Vitrano  
 Address Line 1: One State Street  
 Address Line 4: Hartford, CONNECTICUT 06103

OP \$140.00 3274896

ATTORNEY DOCKET NUMBER:	33189-71
NAME OF SUBMITTER:	Nicole V. Vitrano
Signature:	/Nicole V. Vitrano/
Date:	12/14/2007

**Total Attachments: 15**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated as of December 10, 2007 (this "**Agreement**"), is entered into by and between **TD BANKNORTH, N.A.**, a national banking association (the "**Bank**" or "**Secured Party**"), and **MARK A. DUPUIS** (the "**Guarantor**").

### WITNESSETH

**WHEREAS**, Bank has agreed to make a mortgage loan to **YOSHI CORPORATION**, a Massachusetts corporation with its office located at 120 Woodcliff Drive, Westfield, Massachusetts 01085 ("Mortgage Borrower") in the principal amount of FOUR HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$480,000.00) (the "Mortgage Loan") pursuant to the terms of a certain Mortgage Loan Agreement dated of even date herewith between Mortgage Borrower and Bank (as amended and in effect from time to time, the "Mortgage Loan Agreement"); and

**WHEREAS**, the Bank has agreed to make loans, advances and other extensions of credit to **INTERNATIONAL PAPER PRODUCTS CORPORATION**, a Massachusetts corporation with an office located at 98 Sargeant T.M. Dion Way, Westfield, Massachusetts 01085, (the "Credit Borrower" and collectively with Mortgage Borrower, the "Borrowers") in the aggregate principal amount of TWO MILLION TWO HUNDRED SIXTY-FOUR THOUSAND AND 00/100 DOLLARS (\$2,264,000.00) (the "Credit Loans" and collectively with the Mortgage Loan, the "Loans") pursuant to the terms of a certain Master Credit Agreement dated of even date herewith between Credit Borrower and Bank (as amended and in effect from time to time, the "Credit Agreement" and collectively with the Mortgage Loan Agreement, the "Agreements"); and

**WHEREAS**, pursuant to a certain Guaranty Agreement (the "**Guaranty**") of even date herewith, Guarantor has guaranteed the payment and performance of all obligations of the Borrowers; and

**WHEREAS**, pursuant to that certain Security Agreement by and between the Secured Party and the Guarantor dated as of the date hereof (as amended and in effect from time to time, the "**Security Agreement**") the Guarantor has granted to the Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined in the Security Agreement), listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement) under the Agreements; and

**WHEREAS**, this Agreement is supplemental to the provisions contained in the Security Agreement; and

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. DEFINITIONS.**

Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

“**ICANN**” means the Internet Corporation for Assigned Names and Numbers.

“**Registry**” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

**2. SECURITY INTEREST.**

**2.1. Security Interest.** As collateral security for the payment and performance in full of all of the Obligations, the Guarantor hereby unconditionally grants to the Secured Party, a continuing security interest in and first priority lien on the Domain Names, Trademarks, Patents and Copyrights. In addition, the Guarantor has executed in blank and delivered to the Secured Party assignments of registered the Domain Names, Trademarks, Patents and Copyrights in substantially the form of **Exhibit 1** hereto (each an “**Assignment**”). The Guarantor hereby authorizes the Secured Party to complete as assignee and record the Assignment, or take other appropriate steps to transfer effective ownership and control of the Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the Secured Party’s remedies under this Agreement and the Security Agreement. The Guarantor makes no representation as to the source of pending patents and trademarks and notes that those patents and trademarks which have been applied for but have not as of the date hereof issued as noted on Exhibit 1, In addition, the Guarantor makes no representation as to the value of the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) either cumulatively or individually.

**2.2. Supplemental Security Agreement.** Pursuant to the Security Agreement, the Guarantor has granted to the Secured Party, a continuing security interest in and lien on the Collateral (including the Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the

Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Code (including the security interest in the Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Code. Any and all rights and interests of the Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights (and any and all Obligations of the Guarantor with respect to the Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the Obligations of the Guarantor) in, to or with respect to the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

### **3. AFTER-ACQUIRED DOMAIN NAMES, ETC.**

**3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents.** If, before the Obligations shall have been finally paid and satisfied in full, the Guarantor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents, or become entitled to the benefit of any Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of the Domain Name Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and the Guarantor shall promptly give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party's interests therein.

**3.2. Amendment to Schedule.** Following receipt of notice from the Guarantor, as mentioned above, the Secured Party may modify this Agreement and the Assignment, without the necessity of the Guarantor's further approval or signature, by amending **Schedule A** hereto and the **Annex** to the Assignment hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Guarantor pursuant to the Security Agreement, as described by the Guarantor in the above-mentioned notice.

### **4. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF THE GUARANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE GUARANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS, OR ANY PRACTICE, USE, LICENSE

OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE GUARANTOR, AND THE GUARANTOR SHALL INDEMNIFY THE SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

**5. RIGHTS AND REMEDIES CUMULATIVE.**

The Secured Party's rights and remedies with respect to the Domain Names, Copyrights, Trademarks and Patents, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Secured Party, under the Security Agreement.

**6. AMENDMENT AND WAIVER.**

This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

**7. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

[Intentionally Left Blank - Signature Page to Follow]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed as of the day and year first above written.



Mark A. Dupuis

**SCHEDULE A**

**Patents**

<b>TITLE</b>	<b>INVENTOR(S)</b>	<b>ASSIGNEE</b>	<b>APPL. NO.</b>	<b>PRIORITY DATE</b>	<b>FILING DATE</b>	<b>PUB. DATE</b>
Dedensification & Delivery Unit	Mark Dupuis		11/160061	06/07/04	06/07/05	12/08/05
Nozzle and Method of Use	Mark Dupuis		11/461645	08/05/05	08/01/06	02/08/07
Densification System	Mark Dupuis		11/462744	08/05/05	08/07/06	02/08/07
Method for Gathering, Segregating, and Processing Raw Materials	Mark Dupuis		11/461854	08/05/05	08/02/06	02/08/07





Schedule A

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Trademarks

Registered:

TRADEMARK	INT. CLASS	SER. NO.	FILING DATE	REG. NO.	REG. DATE
 IPP & Design	040	78/881179	05/11/06	3274896	08/07/07
ENVIRO FUEL CUBES (words only)	040	78/732344	10/13/05	3153683	10/10/06
 IPP MANUFACTURING BIOMASS FUEL AND RECYCLING MATERIALS & Design	040	78/732329	10/13/05	3229149	04/17/07

Pending:

TRADEMARK	INT. CLASS	SER. NO.	FILING DATE	REG. NO.	REG. DATE
SRM	037	77/008401	09/27/06		
DDU	007	77/019511	10/12/06		

**Schedule A**

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**Domain Names**

<b>DOMAIN NAME</b>	<b>REGISTRAR</b>	<b>RECORD CREATED</b>	<b>RECORD EXPIRES</b>
IPPBIOMASSFUEL.COM	Network Solutions	10/15/04	10/15/2012

**Copyrights**

None

**EXHIBIT 1**

**ASSIGNMENTS**

**[CONTINUED ON NEXT PAGE]**

ASSIGNMENT OF PATENTS

WHEREAS, MARK A. DUPUIS residing at 120 Woodcliff Drive, Westfield, MA 01085, (the "Guarantor"), has developed and used and is using the patents (the "Patents") identified on the Annex hereto, and is the owner of the issuances of and pending applications for such Patents as identified on such Annex; and

WHEREAS, TD BANKNORTH, N.A. (the "Assignee") is desirous of acquiring the Patents and the issuances thereof and applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Guarantor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents.

This Assignment of Patents is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Patents below.

IN WITNESS WHEREOF, the Guarantor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

  
Mark A. Dupuis

The foregoing assignment of the Patents by the Guarantor to the Assignee is hereby accepted as of the \_\_\_ day of \_\_\_\_\_.

**TD BANKNORTH, N.A.**

By: \_\_\_\_\_  
Kimberly Bookstaver  
Vice President

**ANNEX**

<b>TITLE</b>	<b>INVENTOR(S)</b>	<b>ASSIGNEE</b>	<b>APPL. NO.</b>	<b>PRIORITY DATE</b>	<b>FILING DATE</b>	<b>PUB. DATE</b>
Dedensification & Delivery Unit	Mark Dupuis		11/160061	06/07/04	06/07/05	12/08/05
Nozzle and Method of Use	Mark Dupuis		11/461645	08/05/05	08/01/06	02/08/07
Densification System	Mark Dupuis		11/462744	08/05/05	08/07/06	02/08/07
Method for Gathering, Segregating, and Processing Raw Materials	Mark Dupuis		11/461854	08/05/05	08/02/06	02/08/07

ASSIGNMENT OF COPYRIGHTS

WHEREAS, MARK A. DUPUIS residing at 120 Woodcliff Drive, Westfield, MA 01085, (the "Guarantor"), has developed and used and is using the copyrights (the "Copyrights") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Copyrights as identified on such Annex; and

WHEREAS, TD BANKNORTH, N.A. (the "Assignee") is desirous of acquiring the Copyrights and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Guarantor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Copyrights, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Copyrights.

This Assignment of Copyrights is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Copyrights below.

IN WITNESS WHEREOF, the Guarantor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

  
\_\_\_\_\_  
Mark A. Dupuis

The foregoing assignment of the Copyrights by the Guarantor to the Assignee is hereby accepted as of the \_\_\_ day of \_\_\_\_\_.

**TD BANKNORTH, N.A.**

By: \_\_\_\_\_  
Kimberly Bookstaver  
Vice President



## ANNEX

### Copyrights

The Guarantor holds copyrights in all of the software and documentation created by or on behalf of the Guarantor. None of these copyrights have been registered. Specific materials subject to copyright protection are as follows:

**Product Documentation**

**Implementation Tools**

**Web Site**

**Marketing Collateral**

**Other Items (without copyright asserted in document)**