

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: 18

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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 **INTERNATIONAL PAPER PRODUCTS CORPORATION**, a Massachusetts corporation with an office located at 98 Sargeant T.M. Dion Way, Westfield, Massachusetts 01085 (the "**Debtor**").

W I T N E S S E T H

WHEREAS, the Debtor has entered into a Master Credit Agreement dated as of the date hereof (as amended and in effect from time to time, the "**Credit Agreement**") with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit or provide financial accommodations to the Debtor; and

WHEREAS, pursuant to that certain Security Agreement by and between the Secured Party and the Debtor dated as of the date hereof (as amended and in effect from time to time, the "**Security Agreement**") the Debtor 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 Credit Agreement; 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 Debtor 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 Debtor 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 Debtor 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 Debtor 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 Debtor 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 Debtor 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 Debtor 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 Debtor) 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 Debtor 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 Debtor 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 Debtor, as mentioned above, the Secured Party may modify this Agreement and the Assignment, without the necessity of the Debtor'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 Debtor pursuant to the Security Agreement, as described by the Debtor 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 DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'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 DEBTOR, AND THE DEBTOR 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]

[Signature Page to Intellectual Property Security Agreement]

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

**INTERNATIONAL PAPER PRODUCTS
CORPORATION**

By:



Mark A. Dupuis
President

SCHEDULE A

Patents



| TITLE | INVENTOR(S) | ASSIGNEE | APPL. NO. | PRIORITY DATE | FILING DATE | PUB. DATE |
|-----------------------------------------------------------------|--------------------|-----------------|------------------|----------------------|--------------------|------------------|
| 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

Page 2

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

Page 3

Domain Names

| DOMAIN NAME | REGISTRAR | RECORD CREATED | RECORD EXPIRES |
|--------------------|-------------------|-----------------------|-----------------------|
| IPPBIOMASSFUEL.COM | Network Solutions | 10/15/04 | 10/15/2012 |

Copyrights

None

EXHIBIT 1

ASSIGNMENTS

[CONTINUED ON NEXT PAGE]

ASSIGNMENT OF DOMAIN NAMES

WHEREAS, INTERNATIONAL PAPER PRODUCTS CORPORATION, a Massachusetts corporation with an office located at 98 Sargeant T.M. Dion Way, Westfield, Massachusetts 01085, (the "**Debtor**"), has developed and used and is using the domain name (the "**Domain Names**") identified on the **Annex** hereto, and is the owner of the registrations of and pending registration applications for such Domain Names as identified on such **Annex**; and

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

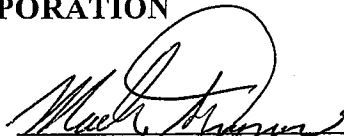
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Domain Names, together with the right to sue and recover for, and the right to profits or damages 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 Domain Names.

This Assignment of Domain Names 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 Domain Names below.

IN WITNESS WHEREOF, the Debtor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, _____.

**INTERNATIONAL PAPER PRODUCTS
CORPORATION**

By:



Mark A. Dupuis
President

The foregoing assignment of the Domain Names by the Debtor to the Assignee is hereby accepted as of the ____ day of _____.

TD BANKNORTH, N.A.

By: _____
Kimberly Bookstaver
Vice President

ANNEX

| DOMAIN NAME | REGISTRAR | RECORD CREATED | RECORD EXPIRES |
|--------------------|-------------------|-----------------------|-----------------------|
| IPPBIOMASSFUEL.COM | Network Solutions | 10/15/04 | 10/15/2012 |

ASSIGNMENT OF COPYRIGHTS

WHEREAS, INTERNATIONAL PAPER PRODUCTS CORPORATION, a Massachusetts corporation with an office located at 98 Sargeant T.M. Dion Way, Westfield, Massachusetts 01085, (the " Debtor"), 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;

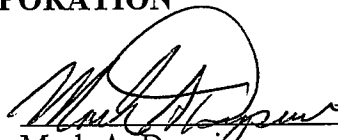
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Copyrights, together with the right to sue and recover for, and the right to profits or damages 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 Debtor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, _____.

INTERNATIONAL PAPER PRODUCTS
CORPORATION

By: _____


Mark A. Dupuis
President

The foregoing assignment of the Copyrights by the Debtor to the Assignee is hereby accepted as of the ___ day of _____.

TD BANKNORTH, N.A.

By: _____
Kimberly Bookstaver
Vice President

ANNEX

Copyrights

The Debtor holds copyrights in all of the software and documentation created by or on behalf of the Debtor. 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)

ASSIGNMENT OF TRADEMARKS

WHEREAS, INTERNATIONAL PAPER PRODUCTS CORPORATION, a Massachusetts corporation with an office located at 98 Sargeant T.M. Dion Way, Westfield, Massachusetts 01085 (the "**Debtor**"), has developed and used and is using the trademarks and service marks (the "**Trademarks**") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Trademarks as identified on such Annex; and

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

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Trademarks (and any and all goodwill associated therewith), 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 Trademarks.

This Assignment of Trademarks 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 Trademarks below.

IN WITNESS WHEREOF, the Debtor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, ____.

**INTERNATIONAL PAPER PRODUCTS
CORPORATION**

By: _____

Mark A. Dupuis
President

The foregoing assignment of the Trademarks by the Debtor to the Assignee is hereby accepted as of the ___ day of _____.



TD BANKNORTH, N.A.

By: _____
Kimberly Bookstaver
Vice President

ANNEX

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 |
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|  IPP MANUFACTURING BIOMASS FUEL AND RECYCLING MATERIALS & Design | 040 | 78/732329 | 10/13/05 | 3229149 | 04/17/07 |

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| SRM | 037 | 77/008401 | 09/27/06 | | |
| DDU | 007 | 77/019511 | 10/12/06 | | |