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PATENT COVER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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New

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Correction of PTO Error
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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other _____

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1) Matrix-Log, Inc.

01022001

Name (line 2) a corporation of Texas

Second Party

Name (line 1) _____

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Sonata Investment Company, Ltd.

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2) a corporation of Ohio

Address (line 1) 1105 Schrock Road

Address (line 2) Suite 602

Address (line 3) Columbus Ohio 43229

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

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Mail documents to be recorded with required cover sheet(s) information to:
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Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5387738"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

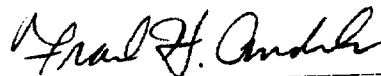
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account) #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Frank H. Andorka
Name of Person Signing



Signature

1/17/01
Date

PATENT PLEDGE AGREEMENT

THIS PATENT PLEDGE AGREEMENT (the "Pledge") of 8 pages (including its exhibits) is made as of January 2, 2001, by Matrix-Loc, Inc., a Texas corporation ("Pledgor"), whose address is 120 North Church Street, West Chester, Pennsylvania 19380, in favor of Sonata Investment Company Ltd, an Ohio corporation ("Pledgee"), whose address is 1105 Schrock Road, Suite 602, Columbus, Ohio 43229.

1. Grant of Pledge. To secure the prompt and full payment and complete performance of (a) all of the obligations owed to Pledgee by one or more of the following affiliates of Pledgor: Sustainable Forest Industries, Inc. ("Obligor"), Daleco Resources Corporation ("DRC") and Deven Resources, Inc. ("DRI") (hereinafter DRC and DRI are collectively referred to as "Guarantors"), which obligations are evidenced by the documents listed on the attached Exhibit A, which are hereby incorporated herein by reference; and (b) any and all future written obligations of one or more of Pledgor, Obligor and/or Grantors to Pledgee (all of the foregoing under (a) and (b) being, collectively, the "Obligations"), Pledgor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the benefits realized by each of Obligor and Grantors from Pledgee, hereby grants to Pledgee a security interest in all of Pledgor's right, title and interest, howsoever arising, in and to Pledgor's patent identified on the attached Exhibit "B" hereto, and any complete or partial renewals, reissues or extensions thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to such patent, or licenses granted thereunder, including, without limitation, the right to sue for past infringement of any of the foregoing property rights, including the right to receive all royalties, damages and payments for past or future infringements thereof (such patent and all of the foregoing rights, renewals, reissues or extensions thereof, are sometimes hereinafter individually and/or collectively referred to as the "Patent"). This instrument shall further grant and convey to Pledgee such property rights as shall be necessary for the constructive notice to be obtained under 35 U.S.C. §261 and 37 CFR §1.333 by the filing of this Pledge in the U.S. Patent and Trademark Office.

2. Defeasance. At such time that all of the Obligations have been paid in full, this Pledge shall terminate and be of no further force and effect; and in such event, Pledgee shall, at the expense of Pledgor, take all such action necessary to terminate the property rights of Pledgee in the Patent.

3. Reports of Applications. Pledgor shall provide Pledgee, upon reasonable request of Pledgee, with a list of the issuance, reissuance, division, extension, continuation or renewals of the Patent. Pledgor authorizes Pledgee

to modify this Pledge and the Exhibit B hereto to include any issuance, reissuance, division, extension, continuation or renewal of the Patent.

4. Covenants, Representations and Warranties. Pledgor covenants, represents and warrants to Pledgee that:

(a) The Patent is valid and enforceable, and not subject to any pending or, to the best of Pledgor's knowledge, threatened challenge, claim or right;

(b) Pledgor's right, title and interest in and to the Patent is free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights, registered user agreements and covenants by Pledgor not to sue third persons, other than the interests created hereunder; and

(c) Pledgor has and shall have good and marketable title to the Patent subject only to the interest of Pledgee created hereunder and to the interests created by any subsequent assignment or license granted to any customer, supplier or licensee for the purpose of facilitating the business of or generating revenue for Pledgor; it being agreed that the rights of any such subsequent assignee or licensee of the Patent shall have priority over the rights of Pledgee, but that all proceeds payable to Pledgor under any such subsequent assignment or license shall be subject to the security interests created hereunder in favor of Pledgee.

5. Duty to Maintain. Any and all fees, costs and expenses of whatever kind or nature incurred in connection with any application or in connection with the maintenance, filing or recording of any documents, payment of taxes, defense of or otherwise defending, protecting, preserving and enforcing the Patent and other property assigned hereunder shall be borne by Pledgor. Pledgor and Pledgee hereby agree that Pledgee shall have no future liability under this Pledge for such fees, costs and expenses, including without limitation any royalty, fee, expense, cost or charge to Pledgee or any other person, and Pledgor hereby holds Pledgee harmless and indemnifies Pledgee from all such liabilities. The parties further agree that Pledgee shall not be obligated to take any action with respect to the prosecution, maintenance, preservation or filing of or for the Patent or other property pledged hereunder.

6. Events of Default: Security Party's Rights Upon Default.

6.1 Event of Default. There shall exist an event of default (an "Event of Default") hereunder if any one or more of the following occurs:

6.1.1 A default occurs under any of the Obligations and/or related loan documents after the date of this Pledge.

6.1.2 Any representation or warranty made herein proves to have been false or misleading in any material respect when made.

6.1.3 Pledgee fails to have valid and enforceable perfected property rights in the Patent (other than through its own failure to properly document or perfect its interest).

6.1.4 Pledgor defaults in the due observance or performance of any covenant, condition or agreement to be observed or performed by Pledgor pursuant to the terms of this Pledge.

6.2 Remedies. If any Event of Default shall have occurred, Pledgee shall have, in addition to all other rights and remedies given it by this Pledge, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Ohio and, without limiting the generality of the foregoing, Pledgee may immediately, without demand of performance and without other notice (except notice of sale as set forth below) or demand whatsoever to Pledgor, sell at public or private sale the whole or from time to time the Patent, or any interest which Pledgor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent all expense (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations then still outstanding. Any remainder of the proceeds after payment in full of the expenses and the Obligations shall be paid over to Pledgor. Notice of any sale of the Patent shall be given to Pledgor at least fifteen (15) days before the time any intended public or private sale of the Patent is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale. At any such public sale, the holder of the Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patent sold, free from any right or redemption on the part of Pledgor, which right is hereby waived and released.

7. Duties of Pledgor. Pledgor shall have the duty, through counsel acceptable to Pledgee, to prosecute diligently any application of the Patent pending as of the date of this Pledge or thereafter until the Obligations shall have been paid in full, and to preserve and maintain all rights included within

the Patent. Pledgor shall not abandon the Patent, without the consent of Pledgee, which consent shall not be unreasonably withheld.

8. Right to Enforce Patent. Pledgee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Patent and any license thereunder, in which event Pledgor shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement, and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee for all costs and expenses incurred by Pledgee in the exercise of its rights under this paragraph.

9. Modification and Amendments. No course of dealing between Pledgor and Pledgee, nor any failure to exercise, nor any delay in exercising, on the part of Pledgee, any right, power or privilege hereunder or under any of the Obligations and related loan documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Effect on Loan Documents. Pledgor acknowledges and agrees that this Pledge is not intended to limit or restrict in any way the rights and remedies of Pledgee under the Obligations or any of the related security documents but rather is given as additional collateral to secure the obligation of Obligor and Guarantors under the Obligations.

11. Binding Effect; Benefits and Pledge. This Pledge shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Pledgee and its successors and assigns; provided, however, that the rights and obligations of Pledgor hereunder cannot be assigned by Pledgor without the prior written consent of Pledgee except as herein before provided.

12. Governing Law. This Pledge has been executed and delivered in Columbus, Ohio, and shall be governed by and construed in accordance with the laws of the United States applicable to patent and patent rights and the laws of the State of Ohio applicable to contacts executed in or to be performed in the State of Ohio.

13. Expenses. All costs associated with the filing of this Pledge with the United States Patent and Trademark Office shall be borne by Pledgor.

MATRIX-LOC, INC.

By: Gary J. Novinskie
Gary J. Novinskie
Vice President/Secretary

STANDARD ENERGY COMPANY

By: Gerald S. Jacobs, Pres.
Gerald S. Jacobs, President
1105 Schrock Road, Suite 602
Columbus, OH 43229

ATTESTATION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

I, GARY J. NOVINSKIE being duly sworn, according to law, do state that I am the Secretary of **MATRIX-LOC, INC.**, and do hereby attest and certify that the attached **PATENT PLEDGE AGREEMENT** dated as of January 5, 2001 is a true and correct copy of the original of this same document containing my signature and further attest that the attestation is my free act and deed and the free act and deed of **MATRIX-LOC, INC.**

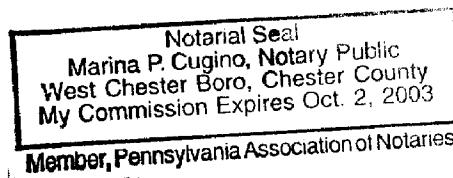
Gary J. Novinskie
GARY J. NOVINSKIE, Secretary

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

Before me, the undersigned Notary Public in and for the aforesaid county, on January 5, 2001, personally appeared Gary J. Novinskie to me known personally, and whom, being duly sworn, stated that he is the Secretary of **MATRIX-LOC, INC.**, and acknowledged that said Attestation was signed by him on behalf of said corporation by authority of its Board of Directors, and was a free act and deed of him and of said corporation.

Marina Cugino 1-5-2001
Notary Public
My commission expires: Oct 2, 2003



[Handwritten initials]

EXHIBIT A

1. Note dated May 23, 1997 from Sustainable Forest Industries, Inc., as maker, to Sonata Investment Company, Ltd., as Payee, in the face amount of \$250,000.

2. Unconditional Cognitive Guaranty from Daleco Resources Corporation to Sonata Investment Company, Ltd. dated May 23, 1997.

3. Unconditional Cognitive Guaranty from Deven Resources, Inc. to Sonata Investment Company, Ltd. dated May 23, 1997.

4. Note dated July 21, 1998 from Sustainable Forest Industries, Inc., as maker, to Sonata Investment Company, Ltd., as Payee, in the face amount of \$75,000.

2/1/98

EXHIBIT B

Patent

United States Patent No: 5387738, entitled "Reagent for Treating a Contaminated Waste Material and Method for Same," which patent was issued on February 7, 1995 and was assigned to Matrix-Loc, Inc. pursuant to two Assignment of Patent/Interest in Patent from Harry E. Robson and Doyle H. Beckham as Assignor, respectively, which Assignments were each dated July 10, 2000 and recorded in the United States Patent and Trademark Office on August 7, 2000 at Reel 011149, Frame 0143, and Reel 011149, Frame 0151, respectively.