

RECORDATION FORM COVER SHEET

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Selectech, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 8/8/2003

2. Name and address of receiving party(ies)

Name: Fleet Development Ventures, LLC

Internal Address: _____

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/951048

09/152684

B. Patent No.(s) 5566890, 6306318,

6071044, 6588972

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George W. Tuttle

Internal Address: Holland & Knight LLP

Street Address: 10 St. James Avenue

City: Boston State: MA Zip: 02116

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 200.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

502324

DO NOT USE THIS SPACE

9. Signature.

GEORGE W. TUTTLE

Name of Person Signing



Signature

8/22/2003

Date

Total number of pages including cover sheet, attachments, and documents: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$240.00 502324 09951048

RECORDATION FORM COVER SHEET
PATENTS ONLY

Additional Sheet

Conveying Party: Selectech, Inc.

Additional Receiving Party:

BCLF Ventures I, LLC
56 Warren Street, Suite 300
Boston, MA 02119

AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 8, 2003 by and among SELECTECH, INC., a Massachusetts corporation (the "Company") and the Lenders named on the signature page attached hereto (collectively, the "Lenders"), with reference to the following facts:

RECITALS

The Lenders and the Company are parties to that certain Amended and Restated Subordinated Note and Warrant Purchase Agreement of even date (the "Purchase Agreement") herewith. Capitalized terms used herein have the meaning assigned in the Purchase Agreement and the terms of the Purchase Agreement are incorporated herein by reference. Pursuant to the terms of the Purchase Agreement, the Company has granted to the Lenders a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Company agrees as follows:

AGREEMENT

To secure performance of its "Obligations" in the Purchase Agreement, the Company grants to the Lenders a security interest in all of the Company's right, title and interest in the Company's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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), subject to any Permitted Liens as defined in the Purchase Agreement.

The Company represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by the Company or licensed to the Company, (ii) listed on Schedule B are all patents and patent applications owned or controlled by the Company or licensed to the Company, and (iii) listed on Schedule C are all of the Company's material works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to the Company on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to the Company. The Company shall, within 15 days after the date hereof, apply to register (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto. The Company shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship developed or acquired by the Company from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). The Company shall from time to time, execute and file such other instruments, and take such

further actions as the Lenders may reasonably request from time to time to perfect or continue the perfection of the Lenders' interest in the intellectual property.


This security interest is granted in conjunction with the security interest granted to the Lenders under the Purchase Agreement. Each right, power and remedy of the Lenders provided for herein shall not preclude the simultaneous or later exercise by the Lenders of any or all other rights, powers or remedies.

[END OF TEXT]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the first date written above.

COMPANY:

SELECTECH, INC.

By: 
Name: Thomas Ricciardelli
Title: President

Address:

15 Fourth Street
Taunton, MA 02780

LENDERS:

FLEET DEVELOPMENT VENTURES, LLC

By: _____
Name: George A. Hibbard
Title:

Address:

100 Federal Street
Boston, MA 02110
Fax: (617) 434-0351

BCLF VENTURES I, LLC

By: _____
Name: Elyse Cherry
Title: Managing Partner

Address:

56 Warren Street, Suite 300
Boston, MA 02119-3236
Fax: (617) 427-9300

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed as of the first date written above.

COMPANY:

SELECTECH, INC.

By _____

Name:

Title: President

Address:

15 Fourth Street
Taunton, MA 02780

LENDERS:

FLEET DEVELOPMENT VENTURES, LLC

By:  _____

Name: George A. Hibbard

Title: Director

Address:

100 Federal Street
Boston, MA 02110
Fax: (617) 434-0351

BCLF VENTURES I, LLC

By: _____

Name: Elyse Cherry

Title: Managing Partner

Address:

56 Warren Street, Suite 300
Boston, MA 02119-3236
Fax: (617) 427-9300

WITNESS WHEREOF, the parties have caused this Amended and Restated Property Security Agreement to be duly executed as of the first date written above.

COMPANY:

SELECTECH, INC.

By _____
Name:
Title: President

Address:
15 Fourth Street
Taunton, MA 02780

LENDERS:

FLEET DEVELOPMENT VENTURES, LLC

By: _____
Name: George A. Hibbard
Title:

Address:
100 Federal Street
Boston, MA 02110
Fax: (617) 434-0351

BCLF VENTURES II, LLC

By:  _____
Name: Elyse Cherry
Title: Managing Partner

Address:
56 Warren Street, Suite 300
Boston, MA 02119-3236
Fax: (617) 427-9300

SUSTAINABLE JOBS FUND, L.P.

By: 

Name: David Kirkpatrick

Title: Managing Director

Address:

400 West Main Street

Suite 604

Durham, NC 27701

**COMMUNITY DEVELOPMENT VENTURE
CAPITAL ALLIANCE**

By: _____

Title: _____

John Crowe

Michael Kardos

SUSTAINABLE JOBS FUNDS, L.P.

By: _____
Name: David Kirkpatrick
Title:

Address:
400 West Main Street
Suite 604
Durham, NC 27701

**COMMUNITY DEVELOPMENT VENTURE
CAPITAL ALLIANCE**

By: *Kevin Smith*
Title: *President*

John Crowe

Michael Kardos

SUSTAINABLE JOBS FUNDS, L.P.

By: _____

Name: David Kirkpatrick

Title:

Address:

400 West Main Street

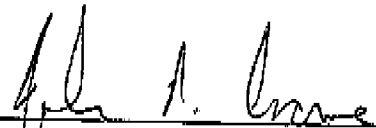
Suite 604

Durham, NC 27701

**COMMUNITY DEVELOPMENT VENTURE
CAPITAL ALLIANCE**

By: _____

Title:



John Crowe

Michael Kardos

SUSTAINABLE JOBS FUNDS, L.P.

By: _____

Name: David Kirkpatrick

Title:

Address:

400 West Main Street

Suite 604

Durham, NC 27701

**COMMUNITY DEVELOPMENT VENTURE
CAPITAL ALLIANCE**

By: _____

Title:

John Crowe



Michael Kardos

SCHEDULE A

Trademarks

None

**Registration/
Application
Number**

**Registration/
Application
Date**

SCHEDULE B

Patents

Intellectual Property Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Patent No.</u>
Process for Recovering Post-Consumer Waste Products	08/395,81	5,566,890 Issues October 22, 1996
Process for Producing a Molded Product From Recycled Carpet Waste	09/152,684	6,306,318
Modular Landscape Timber Standoff Block	09/044,068	6,071,044 6,588,972

Intellectual Property Pending Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Product Made from Recycled Product Waste	09/951,048	
Decorative Interlocking Tile	09/152684	

SCHEDULE C

Copyrights

None