

10-31-2003

10-31-03

Form PTO-1595
(Rev. 10/02)

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

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼



102589546

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

1. Name of conveying party(ies):
Advanced Environmental Recycling Technologies, Inc.

10-31-03

2. Name and address of receiving party(ies)
Name: Regions Bank

Internal Address: _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: 400 West Capitol

Corporate Trust, 7th Floor

City: Little Rock State: AR Zip: 72201

Execution Date: _____

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)

B. Patent No.(s)

5,084,135

5,082,605

Additional numbers attached? Yes No

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

Name: Thomas J. Mancuso, Esq.

Internal Address: Hahn, Smith, Walsh & Mancuso, P.C.

Street Address: 717 17th St., Ste. 1520

City: Denver State: CO Zip: 80202

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 3.41).....\$ 600.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/31/2003 DBYRNE 00000126 5084135

01 FC:0021

600.00 DP

DO NOT USE THIS SPACE

9. 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.

Monty L. Ross

Name of Person Signing

Signature

10-7-03

Date

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

Mail documents to be recorded with required cover sheet information to:

Filed together with a new patent application to:

Mail Stop Patent Application
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Not filed with new patent application to:

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

PATENT
REEL: 014634 FRAME: 0228

ATTACHMENT FOR RECORDATION FORM COVER SHEET

PATENTS ONLY (Form PTO-1595)

1. Name of conveying party(ies):

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

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)

B. Patent No.(s)

5,088,910

5,096,046

5,100,545

5,213,021

5,268,074

Additional numbers attached?

Yes No

**ATTACHMENT FOR RECORDATION FORM COVER SHEET
PATENTS ONLY (Form PTO-1595)**

1. Name of conveying party(ies):

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

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)

B. Patent No.(s)

5,277,758

5,285,973

5,351,895

5,540,244

5,759,680

Additional numbers attached?

Yes No

**ATTACHMENT FOR RECORDATION FORM COVER SHEET
PATENTS ONLY (Form PTO-1595)**

1. Name of conveying party(ies):

_____	_____
_____	_____
_____	_____

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

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)

B. Patent No.(s)

6,149,012

6,526,712

Additional numbers attached?

Yes No

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** ("Agreement"), dated as of October 1, 2003, is entered into between **ADVANCED ENVIRONMENTAL RECYCLING TECHNOLOGIES, INC.**, a corporation duly organized and existing under the laws of the State of Delaware ("Grantor"), which has a mailing address at 801 North Jefferson Springdale, Arkansas 72764, and, a **REGIONS BANK**, ("Trustee") having an office at Corporate Trust, 7th Floor, 400 West Capitol. Little Rock, AR 72201.

RECITALS

WHEREAS, the Grantor requested that the City of Springdale, Arkansas (the "City") finance the cost of certain solid waste disposal facilities located within the City, in accordance with that certain Mortgage and Loan Agreement, dated as of October 1, 1999 (as amended, the "Original Loan Agreement"), between the City and the Grantor; and

WHEREAS, Title 14, Chapter 267 of the Arkansas Code of 1987, Annotated, and Title 14, Chapter 164, Subchapter 2 of the Arkansas Code of 1987, Annotated (the "Act"), authorizes the City to finance such costs; and

WHEREAS, in order to finance such costs, the City issued its City of Springdale, Arkansas Industrial Development Revenue Bonds (Advanced Environmental Recycling Technologies, Inc. Project) Series 1999A (the "Series 1999 Bonds") pursuant to and secured by an Indenture of Trust, dated as of October 1, 1999 (as amended, the "Original Indenture"), between the City and First National Bank of Springdale, as trustee, which trustee has been succeeded to in interest by the Trustee (as Trustee under the Original Indenture, the "Original Trustee"); and

WHEREAS, the rights of the City in the Loan Agreement were assigned by the City to the Original Trustee pursuant to an Assignment of Mortgage, dated as of October 1, 1999; and

WHEREAS, in order to provide funds to refund, redeem and discharge the Series 1999 Bonds, the City shall issue its City of Springdale, Arkansas Industrial Development Refunding Revenue Bonds (Advanced Environmental Recycling Technologies, Inc. Project) Series 2003 (the "Bonds") pursuant to and secured by an Indenture of Trust, dated as of October 1, 2003 (the "Indenture"); and

WHEREAS, the City and the Grantor shall execute a Mortgage and Loan Agreement, dated as of the date hereof (the "Loan Agreement"), pursuant to which the City will loan the proceeds of the Bonds to the Grantor, and the Grantor will obligate itself to repay such loan to the City; and

WHEREAS, the Grantor shall provide additional security with respect to its obligations arising under the Loan Agreement in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

“Code” means the Arkansas Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

“Collateral” means all of the following, whether now owned or hereafter acquired:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, Grantor names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Trustee for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Trustee for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(viii) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(ix) All products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Trustee or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Trustee, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Trustee and Grantor. Headings have been set forth herein for convenience only, and shall not be used in the construction of this Agreement.

2. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest Grantor has granted to Trustee, Grantor hereby grants, assigns, and conveys to Trustee a security interest in Grantor's entire right, title, and interest in and to the Collateral. Trustee agrees that its lien on the Collateral shall in no way interfere with and shall be subject to the following existing license and sublicense arrangements of Grantor and license and sublicense arrangements to be entered into in the future by Grantor to enable Grantor to do the following: (i) grant licenses or sublicenses of Collateral in the ordinary course of business; (ii) grant licenses, sublicenses or similar arrangements in connection with joint ventures, corporate or similar collaborations, sponsored research, research collaborations and

strategic alliances; (iii) grant licenses or sublicenses to permit the use of intellectual property the Grantor not being pursued by the Grantor and (iv) exchange licenses or sublicenses with other persons.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 Trademarks; Patents. A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit A; and a true and complete schedule setting forth all patent and patent applications owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit A.

3.2 Validity; Enforceability. Each of the patents and trademarks is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the patents or trademarks are invalid or unenforceable, or that the use of any patents or trademarks violates the rights of any third person, or of any basis for any such claims.

3.3 Title. Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, shop rights, and covenants by Grantor not to sue third persons. Trustee acknowledges that the Collateral is subject to licenses, sublicenses and similar arrangements entered into by Grantor in the ordinary course of business or otherwise permitted under the Loan Agreement.

3.4 Notice. Grantor has used and will continue to use proper statutory notice in connection with its use of each of the patents and trademarks.

3.5 Quality. Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks.

3.6 Perfection of Security Interest. Except for the filing of appropriate financing statements (all of which filings have been made) and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by Trustee of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Trustee with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Grantor shall bear any expenses incurred in connection with future patent applications or trademark registrations. Without limiting Grantor's obligation under this Section 4, Grantor authorizes Trustee to modify this Agreement by amending Exhibit A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A shall in any way affect, invalidate or detract from Trustee's continuing security interest in all Collateral, whether or not listed on Exhibit A.

5. LITIGATION AND PROCEEDINGS.

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Trustee any information with respect thereto reasonably requested by Trustee. Trustee shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Trustee of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the patents or trademarks, its right to apply for the same, or its right to keep and maintain such patent or trademark rights.

6. POWER OF ATTORNEY.

Grantor hereby appoints Trustee as Grantor's true and lawful attorney, with full power of substitution, to do any or all of the following, in the name, place and stead of Grantor: (a) file this Agreement (or an abstract hereof) or any other document describing Trustee's interest in the Collateral with the United States Patent and Trademark Office; (b) execute any modification of this Agreement pursuant to Section 4 of this Agreement; (c) take any action and execute any instrument which Trustee may deem necessary or advisable to accomplish the purposes of this Agreement; and (d) following an Event of Default (as defined in the Loan Agreement), (i) endorse Grantor's name on all applications, documents, papers and instruments necessary for Trustee to use or maintain the Collateral; (ii) ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; (iii) file any claims or take any action or institute any proceedings that Trustee may deem necessary or desirable for the collection of any of the Collateral or otherwise enforce Trustee's rights with respect to any of the Collateral, and (iv) assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person. The power of attorney granted under this Section 6 may be exercised by Trustee only upon an Event of Default.

7. RIGHT TO INSPECT.

Grantor grants to Trustee and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or

trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours following reasonable advance notice to Grantor.

8. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default (as defined in the Loan Agreement), Trustee shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

8.1 Notification. Trustee may notify licensees to make royalty payments on license agreements directly to Trustee;

8.2 Sale. Trustee may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Trustee deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor ten (10) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Trustee, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Trustee shall also give notice of the time and place by publishing a notice one time at least ten (10) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Trustee may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Trustee at such sale.

9. GENERAL PROVISIONS.

9.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and Trustee.

9.2 Notices. Except to the extent otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the notice provisions of the Loan Agreement.

9.3 No Waiver. No course of dealing between Grantor and Trustee, nor any failure to exercise nor any delay in exercising, on the part of Trustee, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement by Trustee shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Trustee.

9.4 Rights Are Cumulative. All of Trustee's rights and remedies with respect to the Collateral whether established by this Agreement, the Loan Agreement, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

9.5 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of Trustee, except as specifically permitted hereby.

9.6 Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.

9.7 Entire Agreement. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Trustee greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Trustee under the Loan Agreement. This Agreement, the Loan Agreement, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

9.8 Fees and Expenses. Grantor shall pay to Trustee on demand all actual and reasonable costs and expenses that Trustee pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Trustee; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Trustee arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

9.9 Indemnity. Grantor shall protect, defend, indemnify, and hold harmless Trustee and Trustee's assigns from all liabilities, losses, and costs (including without limitation reasonable attorneys' fees) incurred or imposed on Trustee relating to the matters in this Agreement, except for liabilities, losses or costs caused by the negligence of Trustee or its agents.

9.10 Further Assurances. At Trustee's request, Grantor shall execute and deliver to Trustee any further instruments or documentation, and perform any acts, that may be reasonably necessary or appropriate to implement this Agreement, the Loan Agreement or any other agreement, and the documents relating thereto, including without limitation any instrument or documentation reasonably necessary or appropriate to create, maintain, perfect, or effectuate Trustee's security interests in the Collateral.


9.11 Release. At such time as Grantor shall pay all of the Obligations and the Loan Agreement shall be terminated, Trustee shall execute and deliver to Grantor all assignments and other instruments as may be reasonably necessary or proper to terminate Trustee's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Trustee pursuant to this Agreement. For the purpose of this Agreement, the Obligations shall be deemed to continue if Grantor enters into any bankruptcy or similar proceeding at a time when any amount paid to Trustee could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

9.12 Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ARKANSAS. ALL DISPUTES BETWEEN THE GRANTOR AND TRUSTEE, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS LOCATED IN LITTLE ROCK, ARKANSAS, AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, HOWEVER, THAT TRUSTEE SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST THE GRANTOR OR ITS PROPERTY IN ANY LOCATION REASONABLY SELECTED BY TRUSTEE IN GOOD FAITH TO ENABLE TRUSTEE TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF TRUSTEE. THE GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS, SETOFFS OR CROSS-CLAIMS IN ANY PROCEEDING BROUGHT BY TRUSTEE. THE GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH TRUSTEE HAS COMMENCED A PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS.

9.13 Waiver of Right to Jury Trial. TRUSTEE AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN TRUSTEE AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF TRUSTEE OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH TRUSTEE OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**ADVANCED ENVIRONMENTAL
RECYCLING TECHNOLOGIES, INC.**

By 
Title _____

REGIONS BANK


By 
Title As. Vice President

Exhibit "A"

ADVANCED ENVIRONMENTAL RECYCLING TECHNOLOGIES, INC.

U.S. AND FOREIGN INTELLECTUAL PROPERTY PORTFOLIO
PREPARED BY LOCKE LIDDELL & SAPP LLP

OCTOBER 2, 2003

PATENTS – UNITED STATES

<u>Patent No./ Serial No.</u>	<u>Issue Date/ Filing Date</u>
5,084,135	01/28/1992
07/499,718	03/27/1990
5,082,605	01/21/1992
07/530,840	05/30/1990
5,088,910	02/18/1992
07/491,061	03/14/1990
5,096,046	03/17/1992
07/530,839	05/30/1990
5,096,406	03/17/1992
07/531,234	05/31/1990
5,100,545	03/31/1992
07/621,613	12/03/1990
5,213,021	05/25/1993
07/799,713	11/26/1991
5,268,074	12/07/1993
07/672,832	03/21/1991
5,277,758	01/11/1994
07/854,231	03/20/1992
5,285,973	02/15/1994
07/914,155	07/15/1992
5,351,895	10/04/1994
07/912,866	07/13/1992
5,540,244	07/30/1996
08/171,509	12/22/1993
5,759,680	06/02/1998
08/008,886	01/22/1993
6,149,012	11/21/2000
09/193,829	11/17/1998
6,526,712	03/04/2003
10/052,850	11/02/2001

PENDING PATENT APPLICATIONS - FOREIGN

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
Canada	2,107,239	03/20/1992
Mexico	93/5743	09/20/1993

**TRADEMARKS – UNITED STATES
REGISTERED/PENDING**

<u>Mark</u>	<u>Registration No. Serial No.</u>	<u>Registration Date Filing Date</u>
MOISTURESHIELD	1,734,846 74/259,515	11/24/1992 03/26/1992
LIFECYCLE	1,854,189 74/320,525	09/13/1994 10/05/1992
LIFECYCLE (Logo)	1,875,964 74/348,957	01/24/1995 01/15/1993
DREAMWORKS	2,556,508 75/639,826	04/02/2002 02/12/1999
CORNERLOC	76/244,185	04/20/2001

Error! Unknown document property name.

**TRADEMARKS – FOREIGN
REGISTERED/PENDING**

<u>Country</u>	<u>Mark</u>	<u>Registration No. Serial No.</u>	<u>Registration Date Filing Date</u>
Canada	DREAMWORKS	1030615	09/29/1999
Mexico	DREAMWORKS	654383 395047	05/19/2000 10/14/1999
Canada	PROVEN PERFORMER	1030613	09/29/1999
Mexico	PROVEN PERFORMER	654385 395049	05/19/2000 10/14/1999
Mexico	ENGINEERED TO ENDURE	654384 395048	05/19/2000 10/14/1999
Canada	ENGINEERED TO ENDURE	1030614	09/29/1999
Canada	CORNERLOC	1116287	09/20/2001
European Community	CORNERLOC	2329688 002329688	12/17/2002 08/06/2001
Mexico	CORNERLOC	768816 0503129	11/19/2002 08/22/2001