

Form PTO-1595

(Rev. 10/02)

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

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

## 1. Name of conveying party(ies):

Aquascape Designs, Inc.

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

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

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 101 Burr Ridge Parkway

City: Burr Ridge State: IL Zip: 60521

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

## 3. Nature of conveyance:

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

Execution Date: March 1, 2005

## 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).

See Schedule A-1, attached

B. Patent No(s).

See Schedule A-1, attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and patents involved: ☐ 5

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

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0305

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

Attorney Docket No. 1600832

DO NOT USE THIS SPACE

## 9. Signature:

Robert J. Schneider

Name of Person Signing



Signature

March 1, 2005

Date

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

6

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, DC 20231

**SCHEDULE A-1  
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENTS**

<b>NAME</b>	<b>REGISTRATION No.</b>	<b>DATE</b>
Constructed Wetlands Systems, Treatment Apparatus and Method	6,740,232	5/25/04
Pond System and Related Pump	6,821,416	11/23/04

**PATENT APPLICATIONS**

<b>NAME</b>	<b>REGISTRATION No.</b>	<b>DATE</b>
Constructed Wetlands System, Treatment Apparatus and Method	10/804,622	3/19/04
Water Feature	10/704,346	11/7/03
Skimmer Construction	10/854,815	5/27/04

**PATENT COLLATERAL AGREEMENT**

This 1<sup>st</sup> day of March, 2005, Aquascape Designs, Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 1200 Nagel Boulevard, Batavia, Illinois 61510, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 101 Burr Ridge Parkway, Burr Ridge, Illinois 60521, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

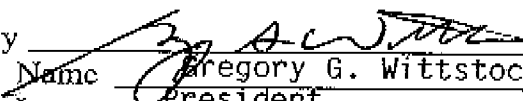
(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

AQUASCAPE DESIGNS, INC.

By   
Name Gregory G. Wittstock  
Its President

Accepted and agreed to as of the date first written above.

HARRIS TRUST AND SAVINGS BANK

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

AQUASCAPE DESIGNS, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

Accepted and agreed to as of the date first written above.

HARRIS TRUST AND SAVINGS BANK

By Kimberly A. Yates  
Name Kimberly A. Yates  
Its Vice President

**SCHEDULE A-2  
TO PATENT COLLATERAL AGREEMENT**

**PATENT LICENSES**

None