

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Penda Corporation	03/18/2005
RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association, as Administrative Agent
Street Address:	301 South College Street
Internal Address:	6th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	10837213
Patent Number:	6273640
Patent Number:	6692186
Patent Number:	6722818
Application Number:	10731315
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2254
Email:	ksolomon@stblaw.com
Correspondent Name:	Robyn Rahbar, Esq
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017
NAME OF SUBMITTER:	Robyn Rahbar

OP \$200.00 10837213

Total Attachments: 6

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SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of March 18, 2005 is made by Penda Corporation, a Florida corporation ("Borrower"), in favor of Wachovia Bank, National Association as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 26, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, Penda Holdings, Inc. (the "Parent"), and certain domestic subsidiaries of the Borrower (collectively, including Borrower, the "Obligors"), the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and issue Letters of Credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Obligors have executed and delivered a Security Agreement, dated as of April 26, 2000, in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patent Licenses; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, Borrower hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of Borrower in and to the Patent License set forth on Schedule A hereto (the "Collateral").

Borrower and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest created hereby in the Collateral (i) constitutes continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and (ii) is not to be construed as an assignment of any Intellectual Property. Notwithstanding the foregoing, the security interest granted herein shall not extend to, and the term "Collateral" shall not include, any property, rights or licenses to the extent the granting of a security interest therein is prohibited by, or

would constitute a default under, any agreement or document otherwise permitted to be entered into under the Credit Agreement governing such property, rights or licenses (but only to the extent such prohibition is enforceable under applicable law).

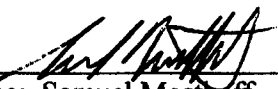
SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PENDA CORPORATION

By: 
 Name: Samuel Mostkoff
 Title: VP & General Counsel

WACHOVIA BANK, NATIONAL ASSOCIATION
 as Administrative Agent for the Lenders

By: _____
 Name:
 Title:

would constitute a default under, any agreement or document otherwise permitted to be entered into under the Credit Agreement governing such property, rights or licenses (but only to the extent such prohibition is enforceable under applicable law).

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PENDA CORPORATION

By: _____
Name:
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION
as Administrative Agent for the Lenders

By: _____
Name: Ernest M. _____
Title: Vice President

STATE OF WISCONSIN

)

) ss

COUNTY OF DANE

)

On the 21 day of March, 2005, before me personally came Samuel Mostkoff, who is personally known to me to be the VP & General Counsel of Penda Corporation, a Florida corporation; who, being duly sworn, did depose and say that she/he is the VP & General Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

1-15-06

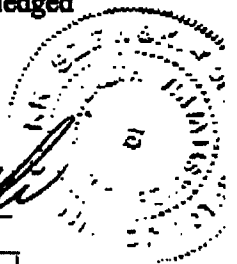
(PLACE STAMP AND SEAL ABOVE)

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On the 20th day of March, 2005, before me personally came ERNEST MAY, who is personally known to me to be the VICE PRESIDENT of Wachovia Bank, National Association; who, being duly sworn, did depose and say that she/he is the VICE PRESIDENT in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Joanne G. Kruszevski
Notary Public

NOTARIAL SEAL
JOANNE G. KRUSZEWSKI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 4, 2006



(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

Patent License Agreement, dated as of January 1, 2005, by and between Fast Ditch, Inc., a New Mexico corporation, and Penda Corporation, a Florida corporation, granting Penda Corporation a world-wide (except in New Mexico) exclusive right and license to sublicense, make, have made, market, distribute, sell, export and import any and all products that employ or are produced by the practice of an invention claimed in the following patents/patent applications:

Ditch liner system	U.S. Patent Application No. 10/837,213
Irrigation ditch liner	U.S. Patent No. 6,273,640
Apparatus and method for transporting water	U.S. Patent No. 6,692,186
Ditch liner system	U.S. Patent No. 6,722,818
Apparatus and method for transporting water with liner	U.S. Patent Application No. 10/731,315