

01-12-2005

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

RE



1-10-05

102918438

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Entact & Associates, LLC

Execution Date(s) November 12, 2004

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

**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Fifth Third Bank (Chicago)

Internal Address: Attn: Neil Prendergast,

Suite 400, MD GTWR4F

Street Address: 230 South Wacker Drive

City: Chicago

State: Illinois

Country: USA Zip: 60606

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,674,176      5,667,696  
5,591,116      5,588,947  
5,788,623

Additional numbers attached? ☐ Yes ☒ No

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

Name: Cathleen M. Hrtanek

Internal Address: Wildman, Harrold, Allen &

Dixon LLP, Suite 2800

Street Address: 225 West Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-201-2369

Fax Number: 312-201-2555

Email Address: hrtanek@wildmanharrold.com

**6. Total number of applications and patents involved:**

5

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Cathleen M. Hrtanek

Signature

January 3, 2005

Date

Cathleen M. Hrtanek

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

01/11/2005 6TOM11 00000058 5674176

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**PATENT**  
**REEL: 016127 FRAME: 0902**

**PATENT ASSIGNMENT SECURITY AGREEMENT**

**WHEREAS**, ENTACT & ASSOCIATES, LLC, an Illinois limited liability company ("Borrower"), owns the U.S. Patents shown in the attached Schedule A (the "Patents"); and

**WHEREAS**, Borrower is obligated to FIFTH THIRD BANK (CHICAGO) ("Lender") pursuant to (i) a certain Credit Agreement, dated the date hereof, among Lender, Borrower and certain affiliates of Borrower and (ii) a certain Security Agreement, dated the date hereof, among Lender, Borrower and certain affiliates of Borrower (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

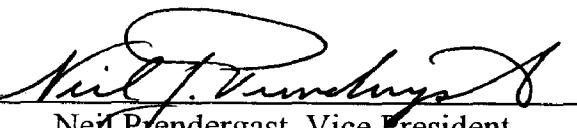
**WHEREAS**, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Patents.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Patents, which security interest shall secure all the Obligations (as defined in the Agreements) and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirm that the rights and remedies of Lender with respect to the security interest granted hereby is more fully set forth in the Agreements.

Dated: Chicago, Illinois  
November 12, 2004

**FIFTH THIRD BANK (Chicago)**

By:   
Neil Prendergast, Vice President

**ENTACT & ASSOCIATES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PATENT ASSIGNMENT SECURITY AGREEMENT**

**WHEREAS**, ENTACT & ASSOCIATES, LLC, an Illinois limited liability company ("Borrower"), owns the U.S. Patents shown in the attached Schedule A (the "Patents"); and

**WHEREAS**, Borrower is obligated to FIFTH THIRD BANK (CHICAGO) ("Lender") pursuant to (i) a certain Credit Agreement, dated the date hereof, among Lender, Borrower and certain affiliates of Borrower and (ii) a certain Security Agreement, dated the date hereof, among Lender, Borrower and certain affiliates of Borrower (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

**WHEREAS**, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Patents.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Patents, which security interest shall secure all the Obligations (as defined in the Agreements) and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirm that the rights and remedies of Lender with respect to the security interest granted hereby is more fully set forth in the Agreements.

Dated: Chicago, Illinois  
November 12, 2004

**FIFTH THIRD BANK (Chicago)**

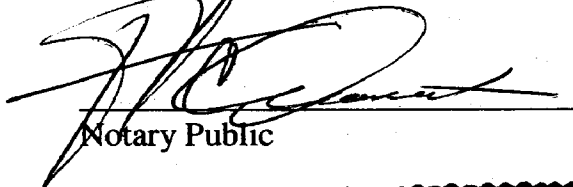
By: \_\_\_\_\_  
Neil Prendergast, Vice President

**ENTACT & ASSOCIATES, LLC**

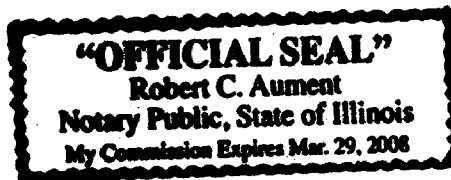
By: Thomas R. Frawley  
Name: THOMAS R. FRAWLEY  
Title: V.P.

STATE OF ILLINOIS            )  
                                      : SS.:  
COUNTY OF DUPAGE         )

On this 12<sup>th</sup> day of November, 2004, before me personally came Thomas R. Fawcett, to me known, who, being by me duly sworn, did depose and say that s/he is the Chief Financial Officer of ENTACT & ASSOCIATES, LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

  
Notary Public

STATE OF ILLINOIS            )  
                                      : SS.:  
COUNTY OF COOK            )



On this \_\_\_\_ day of November, 2004, before me personally came Neil Prendergast, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of FIFTH THIRD BANK (CHICAGO), the banking association described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said association.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS       )  
                                  : ss.:  
COUNTY OF DUPAGE       )

On this \_\_\_\_ day of November, 2004, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of ENTACT & ASSOCIATES, LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS       )  
                                  : ss.:  
COUNTY OF COOK       )

On this 12<sup>th</sup> day of November, 2004, before me personally came Neil Prendergast, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of FIFTH THIRD BANK (CHICAGO), the banking association described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said association.

Cathleen M. Hrtanek  
Notary Public



## **SCHEDULE A**

Schedule A to a Patent Assignment of Security dated November 12, 2004, by and between FIFTH THIRD BANK (CHICAGO) and ENTACT & ASSOCIATES, LLC:

Patent Number: 5,674,176

Method for Treatment of Solid Waste to Minimize Heavy Metals

Patent Number: 5,591,116

Method for Treatment of Solid Waste to Minimize Permeability of the Waste

Patent Number: 5,788,623

Method for Treatment of Solid Waste to Minimize Permeability of the Waste

Patent Number: 5,667,696

Method for Treatment and Disposal of Lead Based Paint

Patent Number: 5,588,947

Apparatus and Method for Treating Hazardous Waste Material