

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Solena Group, Inc.	06/23/2005

RECEIVING PARTY DATA

Name:	OPG Ventures, Inc.
Street Address:	700 University Ave H1 C18
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5G 1XG

Name:	Ocean Lines Limited
Street Address:	759 Square Victoria
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H2Y 2K3

Name:	DTE Energy Ventures, Inc.
Street Address:	2000 2nd Avenue
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	10482573
Patent Number:	5544597
Patent Number:	5634414
PCT Number:	US0126076

CH \$160.00 10482573

PATENT

500036996

REEL: 016172 FRAME: 0585

CORRESPONDENCE DATA

Fax Number: (202)778-2201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202 955 1500

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Correspondent Name: Brian M. Buroker

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Address Line 2: Hunton & Williams

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:

Brian M. Buroker

Total Attachments: 17

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PATENT

REEL: 016172 FRAME: 0586

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement"), dated as of June 23, 2005, is made by and among Solena Group, Inc., a Delaware corporation (the "Company"), and each of the parties set forth on Schedule I hereof (each, a "Holder" and, collectively, the "Holders"), and Ocean Lines Limited as Security Agent (as such term is defined below) and provides as follows:

RECITALS

WHEREAS, Solena Acquisition Corp., the Company and the Holders are parties to that certain Agreement and Plan of Merger, dated as of June 23, 2005 (the "Merger Agreement").

WHEREAS, pursuant to the Merger Agreement, the Company has issued to the Holders and to Hydro-Quebec Capitech, Inc. (with the Holders, the "Secured Parties") if it exchanges its interest in the Company, and the Secured Parties have acquired from the Company, those certain Secured Promissory Notes in the form and face amount set forth in the Merger Agreement (each, a "Note" and, collectively, the "Notes"), in exchange for their shares of the Company's Series A Preferred Stock, \$0.01 par value per share.

~~WHEREAS, the Company and the Holders have agreed to enter into this Agreement to secure the Company's obligations under the Notes.~~

WHEREAS, Robert T. Do has entered into that certain Guaranty and Indemnification Agreement, dated as of the date hereof, made in favor of the Company and the Secured Parties (the "Guaranty") with respect to certain obligations of the Company.

WHEREAS, the execution and delivery of this Agreement and the Guaranty is a condition precedent to the Closing (as defined in the Merger Agreement).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Terms herein with an initial capital not required by standard capitalization rules are defined terms, and each such term used but not defined herein shall have the meaning ascribed to such term in the Uniform Commercial Code in effect in the State of Delaware on the date hereof:

(a) "Aggregate Exposure" means, with respect to any Secured Party at any time, an amount equal to then unpaid amount under such Secured Party's Note.

(b) "Aggregate Exposure Percentage" means, with respect to any Secured Party at any time, the ratio (expressed as a percentage) of such Secured Party's Aggregate Exposure at such time to the Aggregate Exposure of all Secured Parties at such time.

(c) “Code” means the Uniform Commercial Code as in effect from time to time in the State of Delaware.

(d) “Copyrights” means any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

(e) “Event of Default” has the meaning provided in the Notes.

(f) “Intellectual Property” means:

(i) Any and all Copyrights;

(ii) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iii) Any and all design rights which may be available to the Company now or hereafter existing, created, acquired or held;

(iv) Any and all Mask Works or similar rights available for the protection of semiconductor chips;

(v) Any and all Patents;

(vi) Any and all Trademarks;

(vii) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(viii) Any and all licenses or other rights to use any third party Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(ix) Any and all amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works.

(g) “Majority Holders” means, at any time, the Holders holding at least 51% of the Aggregate Exposure of all Holders at such time.

(h) “Mask Works” means all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired.

(i) “Patents” means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reexaminations, reissues, extensions and continuations-in-part of the same.

(j) “Trademarks” means any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Company connected with and symbolized by such trademarks.

2. Grant of Security Interest; Prior Security Interest.

(a) As collateral security for the performance by the Company of its obligations under the Notes, the Company hereby grants to the Secured Parties, jointly and not severally, a first-priority security interest in all property now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”), including but not limited to all (i) Intellectual Property; (ii) Accounts; (iii) Chattel Paper; (iv) Deposit Accounts; (v) Documents; (vi) Electronic Chattel Paper; (vii) Equipment; (viii) financial assets; (ix) Fixtures; (x) General Intangibles; (xi) Goods; (xii) Instruments; (xiii) Investment Property; (xiv) Inventory; (xv) insurance claims and proceeds; (xvi) books and records, computer programs, databases and other computer materials of the Company pertaining to any and all of the foregoing; and (xvii) to the extent not otherwise included, Proceeds and products of any and all of the foregoing.

(b) The Company hereby represents and warrants to the Secured Parties that prior to January 26, 2005, the Company had not sold, transferred, assigned, mortgaged, pledged, leased, granted a security interest in, or otherwise materially encumbered via exclusive license or otherwise (collectively, “Encumber”), any of the Intellectual Property and, assuming that the Company has not Encumbered any such Intellectual Property since January 26, 2005, that it has good title to all of the Intellectual Property, free and clear of all liens, security interests and adverse interests, in favor of any person or entity other than the Secured Parties.

(c) Upon the execution of this Agreement, the Company hereby consents to the Holders’ filing a financing statement under the Uniform Commercial Code in effect in any jurisdiction or any other applicable documentation with respect to the security interests and liens created hereby and recording a financing statement with the U.S. Patent and Trademark Office against any and all Patents and in any foreign countries where the Company has Patents through any mechanism available in such foreign countries for recordation of security interests in Patents. In connection with the filing of any such financing or continuation statement under the Uniform Commercial Code or any other applicable documentation, the Company also hereby authorizes the Holders to file any such financing or continuation statement prior to, on or after the occurrence of an Event of Default and without the signature of the Company to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

3. Covenants. The Company covenants and agrees with the Holders that, from and after the date of this Agreement until the termination of this Agreement:

(a) Further Documentation; Pledge of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Holders, and at the sole expense of the Company, the Company will promptly and duly execute and deliver such further instruments and documents and take such further action as the Holders may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including without limitation (i) the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction, (ii) the filing of any financing or continuation statements in the Assignment Branch of the U.S. Patent and Trademark Office against Patents and (iii) the filing of any financing or continuation statements with any entity available in any and all foreign countries related to Patents pending or issued in those foreign countries, in each case with respect to the security interests and liens created hereby. In the case of a filing with the U.S. Patent and Trademark Office, Company shall use the U.S. Patent and Trademark Office's Assignment Division's electronic filing system (or if not available, the most expedient form of recordation of such filing). Upon the occurrence of an Event of Default, if any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the Holders, duly endorsed in a manner satisfactory to the Holders, to be held as Collateral pursuant to this Agreement.

(b) Indemnification. The Company agrees to pay, and to hold the Secured Parties harmless from, any and all liabilities, reasonable costs and expenses (including without limitation legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any court, arbitrator or governmental entity, jurisdiction or authority applicable to any of the Collateral. In any suit, proceeding or action brought by the Secured Parties under any Account for any sum owing thereunder, or to enforce any provisions of any Account, the Company will save, indemnify and keep the Secured Parties harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach in any material respect by the Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Company. The foregoing indemnification shall not apply to any liabilities, costs or expenses resulting directly from the gross negligence, actual willful misconduct or bad faith of any Secured Party.

(c) Maintenance of Records. The Company will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including without limitation, a record of all payments received and all credits granted with respect to the Accounts. For the Secured Parties' further security, upon the Secured Parties' written request following the occurrence of, and during the continuance of, an Event of Default, the Company shall turn over any such books and records to the Secured Parties or to its representatives during normal business hours.

(d) Right of Inspection. Following the occurrence of, and during the continuance of, an Event of Default, the Secured Parties shall at all times have full and free access during normal business hours, and upon reasonable prior notice, to the Collateral and to all the books of record and account of the Company, and the Secured Parties or its representatives may examine the same, take extracts therefrom and make photocopies thereof, and the Company agrees to render to the Secured Parties, at the Company's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Secured Parties and their representatives shall at all times, upon the demand of the Majority Holders, also have the right during normal business hours, and upon reasonable prior notice, to enter into and upon any premises where any of the Collateral is located for the purpose of inspecting the same or otherwise protecting its interests therein; provided that such right may not be exercised more than two times during each calendar year unless and until an Event of Default shall occur and be continuing.

(e) Compliance with Laws. The Company will comply in all material respects with all laws, rules, regulations and orders of any court, arbitrator or governmental entity, jurisdiction or authority applicable to the Collateral or any part thereof or to the operation of the Company's business; provided, however, that the Company may contest any such law, rule, regulation or order in any reasonable manner which shall not, in the reasonable opinion of the Company, adversely affect the Secured Parties' rights or the priority of its liens on the Collateral. The Company will at all times maintain its corporate existence.

(f) Payment of Obligations. The Company will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including without limitation claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings and (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein.

(g) Limitation on Liens on Collateral. The Company will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any lien, security interest, pledge, mortgage, deed of trust, levy, attachment, claim or other charge or encumbrance (collectively, "Encumbrance") on or to the Collateral, and will defend the right, title and interest of the Secured Parties in and to

any of the Collateral against the claims and demands of all persons or entities whatsoever except for Encumbrances arising under Permitted Indebtedness (as defined in the Notes).

(h) Limitations on Dispositions of Collateral. The Company will not, without the prior written Consent of the Majority Holders, sell, transfer, license, lease or otherwise dispose of or grant any rights under any of the Collateral or any portion thereof (including, for avoidance of doubt, any Intellectual Property), or attempt, offer or contract to do so, except for (i) sales of Collateral or any portion thereof (other than Intellectual Property) in the ordinary course of business as generally conducted by the Company, (ii) licensing of a right to use, sell, offer for sale and import a product made by a process covered by one or more claims in the Company's Patents and (iii) licensing other of the Company's Intellectual Property in the ordinary course of business as generally conducted by the Company but only in conjunction with particular projects and then only to the extent of those projects.

(i) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business as generally conducted by the Company, the Company will not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partially, any person or entity liable for the payment thereof, or allow any credit or discount whatsoever thereon.

(j) Maintenance of Equipment. The Company will maintain each item of Equipment in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose. Notwithstanding the foregoing, the Company may dispose of or otherwise sell any Equipment which the Board of Directors determines in good faith is no longer required for the Company's operations.

(k) Further Identification of Collateral. The Company will furnish to the Secured Parties from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Majority Holders may reasonably request, all in reasonable detail; provided that until the occurrence of an Event of Default, no such request may be made more than once each calendar quarter.

(l) No Change in Name or Fiscal Year End. The Company will not change its name or change its fiscal year end from its current fiscal year end which is December 31.

4. Appointment of the Holders as Attorney-in-Fact for the Company.

(a) Powers. The Company hereby irrevocably constitutes and appoints the Security Agent appointed pursuant to the provisions of Section 9 hereof and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact,

such appointment to be effective only upon the occurrence of, and then only during the continuance of, an Event of Default, with full irrevocable power and authority in the place and stead of the Company and in the name of the Company or in the Secured Parties' own names, from time to time in the discretion of the Majority Holders, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Company hereby gives the Security Agent the power and right, on behalf of the Company, without notice to or assent by the Company, to do the following upon the occurrence of, but only during the continuance of, an Event of Default:

- (i) in the name of the Company or the Secured Parties' own names, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument or with respect to any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Majority Holders for the purpose of collecting any and all such moneys due under any Account, Instrument or with respect to any other collateral whenever payable;

- (ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs called for the terms of this Agreement and to pay all or any part of the costs thereof; and
- (iii) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Secured Parties or as the Majority Holders shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Company with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Majority Holders may deem appropriate; and (G) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal

with any of the Collateral as fully and completely as though the Secured Parties were the absolute owners thereof for all purposes, and to do, at the Majority Holders' option and the Company's expense, at any time, or from time to time, all acts and things which the Majority Holders deem necessary to protect, preserve or realize upon the Collateral and the Secured Parties' liens thereon and to effect the intent of this Agreement, all as fully and effectively as the Company might do.

At the reasonable request of the Majority Holders, the Company shall deliver to the Security Agent one or more further documents ratifying any and all actions that said attorneys shall lawfully take or do or cause to be taken or done by virtue hereof and in accordance with the provisions hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Company also authorizes the Security Agent, at any time and from time to time, to execute, in connection with the sales provided for in Section 7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Holders' Part. The powers conferred on the Security Agent and Holders hereunder are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon the Secured Parties to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither the Secured Parties nor any of their respective officers, directors, employees or agents shall be responsible to the Company for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

5. Performance by the Holders of Company's Obligations. If the Company fails to perform or comply with any of its agreements contained herein and the Holders, as provided for by the terms of this Agreement, shall themselves perform or comply, or otherwise cause performance or compliance, with such agreement, the Company shall pay to the Holders on demand all of the Holders' expenses reasonably incurred in connection with such performance or compliance, including without limitation, reasonable attorney's fees and disbursements; provided that the Company shall not be obligated to pay expenses for more than one counsel for the Holders hereunder. The Company's payment of such Holders' expenses shall constitute an obligation of the Company secured by this Agreement.

6. Remedies. Upon the occurrence of, but only during the continuance of, an Event of Default, the Majority Holders may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Company's performance hereunder, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, upon the occurrence of, but only during the continuance of, an Event of Default, the Majority Holders, without demand of performance or other demand, presentment, protest, or notice of any kind (except any notice

required by law referred to below) to or upon the Company or any other person or entity (all and each of which are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or offices of the Holders or elsewhere upon such terms and conditions as they may deem advisable and at such prices as they may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Parties shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Company, which right or equity is hereby waived or released. The Company further agrees, upon the occurrence of, but only during the continuance of, an Event of Default, at the Majority Holders' request, to assemble the Collateral and make it available to the Secured Parties at places which the Majority Holders shall reasonably select, whether at the Company's premises or elsewhere. The Secured Parties shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties hereunder, including without limitation reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Company's obligations hereunder.

in such order as the Secured Parties may elect, and only after such application and after the payment by the Secured Parties of any other amount required by any provision of law, including without limitation Section 9-615 of the Code, need the Secured Parties account for the surplus, if any, to the Company. To the extent permitted by applicable law, the Company waives all claims, damages and demands it may acquire against a Secured Party arising out of the exercise by such Secured Party of any of its rights hereunder; provided, however, that such release shall not apply to any claim, damage or demand resulting directly from the gross negligence, actual willful misconduct or bad faith of such Secured Party. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least seven days before such sale or other disposition. The Company shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Company's obligations hereunder and the fees and disbursements of any attorneys employed by the Holders to collect such deficiency.

7. Limitation on Duties Regarding Preservation of Collateral. The Secured Parties' sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Secured Parties deal with similar property for its own account. Neither the Secured Parties nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Company or otherwise.

8. Powers Coupled with an Interest. All authorizations and agencies in favor of the Secured Parties contained herein with respect to the Collateral are irrevocable and powers coupled with an interest.

9. Security Agent for Secured Parties.

(a) Appointment of Security Agent. The Holders irrevocably appoint (and by acceptance of the Secured Note the holder of any Secured Note is deemed to have appointed) Ocean Lines Limited as their true and lawful attorney-in-fact with full power and authority in their place and stead and as their security agent (the “Security Agent”) to exercise all rights and powers of the Secured Parties under this Agreement and the Guaranty (other than the rights and powers of the Secured Parties under Section 9 and Section 13 of this Agreement and Section [10] of the Guaranty), together with all such actions reasonably incidental thereto, until the earlier of Ocean Lines Limited’s resignation or removal as Security Agent pursuant to this Section 9 or termination of this Agreement pursuant to Section 15. For avoidance of doubt, no right or power of the Secured Parties hereunder or under the Guaranty (other than the rights and powers of the Secured Parties under Section 9 and Section 13 of this Agreement and Section [10] of the Guaranty) may be exercised by any Person other than the Security Agent acting for and on behalf of the Secured Parties hereunder and thereunder. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Resignation of Security Agent. The Security Agent may resign at any time by giving notice thereof to the Holders and the Company. Effective upon any such resignation, the Majority Holders may appoint a successor Security Agent. If no successor Security Agent shall have been so appointed, and shall have accepted such appointment within 30 days after the retiring Security Agent gives notice of resignation, then the retiring Security Agent may, on behalf of the Holders, appoint a successor Security Agent, which shall be a commercial bank organized under the laws of the United States of America or any state thereof or a bank which maintains an office in the United States, having a combined capital and surplus of at least \$50,000,000.

(c) Removal of Security Agent. The Security Agent may be removed at any time by the Majority Holders.

(d) Security Agent’s Reimbursement and Indemnification by Secured Parties. The Secured Parties agree to reimburse and indemnify the Security Agent in accordance with their respective Aggregate Exposure Percentages (i) for any expenses reasonably incurred by the Security Agent on behalf of the Secured Parties in connection with the administration and enforcement of this Agreement and (ii) for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature which may be imposed on, incurred by or asserted against the Security Agent in connection with its performance under this Section 9 (“Losses”); provided, however, no Secured Party (other than any Holder seeking indemnification or reimbursement as Security Agent hereunder) shall be liable for any Losses to the extent such Losses are found in a final non-appealable judgment by a court of competent

jurisdiction to have resulted from the gross negligence or willful misconduct of the Security Agent.

(e) Limitation of Liabilities; No Right of Action. Neither the Security Agent nor any of its officers, directors, employees or agents shall be liable for any action taken or omitted by it hereunder or in connection herewith unless caused by its or their own gross negligence or willful misconduct. The Security Agent at any time may request written instructions executed by the Majority Holders with respect to any actions, inactions, approvals, waivers or consents that, by the terms of this Agreement, the Security Agent is permitted or required to take or grant, and, if such instructions are requested, the Security Agent shall be absolutely entitled to refrain from taking any action and shall not be under any liability whatsoever to any person for refraining from any action under this Agreement until it shall have received such instructions from the Majority Holders; provided, however, that the Security Agent shall not be required to take any action that exposes the Security Agent to personal liability or that is contrary to this Agreement or applicable law (unless it has received indemnity or other security satisfactory to it in all respects). Without limiting the foregoing, no Secured Party shall have any right of action whatsoever against the Security Agent as a result of the Security Agent acting or refraining from acting hereunder, provided that the Security Agent acts or refrains from acting in accordance with the instructions of the Majority Holders given in the manner provided in this Agreement.

(f) Agents and Employees. The Security Agent may perform any of its duties by or through agents or employees it has selected; each of the Security Agent and such agents and employees shall be entitled to all of the benefits of this Agreement in the performance of any such duties, and each of them also shall be entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to such duties.

(g) The Security Agent in its Individual Capacity. Any Holder serving as the Security Agent shall have the same rights and powers under this Agreement in its capacity as a Holder as any other Holder and may exercise or refrain from exercising the same as though it were not the Security Agent; and the term "Holder" shall, unless the context clearly otherwise indicates, include the Security Agent in its individual capacity.

(h) Allocation of Proceeds. Notwithstanding any provision herein to the contrary, upon receipt of any Proceeds hereunder, the Security Agent shall distribute such Proceeds to the Secured Parties in accordance with their respective Aggregate Exposure Percentages. Prior to payment, the Security Agent may demand that each Secured Party present the Security Agent with evidence of such Secured Party's Note ownership and agree to indemnify the Security Agent with respect to any such payment for third party claims arising through such Secured Party.

10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any

such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Paragraph Headings. The paragraph headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

12. No Waiver; Cumulative Remedies. The Holders shall not by any act (except by a written instrument pursuant to Section 13 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Holders, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Holders of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Holders would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

13. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Company and the Majority Holders. This Agreement shall be binding upon the successors and permitted assigns of the Company and shall inure to the benefit of the Holders and their successors and assigns. This Agreement and the rights and obligations may be assigned by the Holders (or any of its successors or assigns) without the prior written consent of the Company in the same manner and at the same time and to the same party or parties as to which the Holders may assign their interests in the Notes. The Company may assign this Agreement or its rights and obligations hereunder only upon the prior written consent of the Majority Holders.

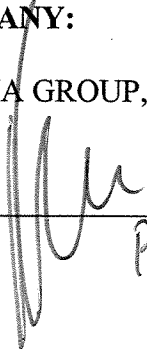
14. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without reference to its conflicts of laws provisions.

15. Termination. This Agreement shall terminate, and shall thereafter be null and void, without notice and without action by the parties, at such time as the Company shall have discharged all of its obligations under the Notes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

SOLENA GROUP, INC.

By: 
Name: Paul Hammer
Title: CFO

HOLDERS:

DTE ENERGY VENTURES, INC.

By: _____

Name: _____

Title: _____

OPG VENTURES, INC.

By: _____

Name: _____

Title: _____

OCEAN LINES LIMITED

By: _____

Name: _____

Title: _____

[SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

SOLENA GROUP, INC.

By: _____
Name: _____
Title: _____

HOLDERS:

DTE ENERGY VENTURES, INC.

By: G. Anantha Subramaniam
Name: G. ANANTHA SUBRAMANIAM
Title: VICE PRESIDENT

OPG VENTURES, INC.

By: _____
Name: _____
Title: _____

OCEAN LINES LIMITED

By: _____
Name: _____
Title: _____

[SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

SOLENA GROUP, INC.


By: _____
Name: _____
Title: _____

HOLDERS:

DTE ENERGY VENTURES, INC.

By: _____
Name: _____
Title: _____

OPG VENTURES, INC.

By:  _____
Name: ANDREW TEICHMAN
Title: EXECUTIVE DIRECTOR-INVESTMENTS

OCEAN LINES LIMITED

By: _____
Name: _____
Title: _____

[SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COMPANY:

SOLENA GROUP, INC.

By: _____
Name: _____
Title: _____

HOLDERS:

DTE ENERGY VENTURES, INC.

By: _____
Name: _____
Title: _____

OPG VENTURES, INC.

By: _____
Name: _____
Title: _____

OCEAN LINES LIMITED

By: Andrew Kuhn
Name: ANDREW KUHN
Title: DIRECTOR

[SECURITY AGREEMENT]

Schedule I

Holders

Preferred Stockholders
OPG VENTURES, INC. 700 University Ave H1 C18 Toronto, Ontario M5G 1X6 Attn: Andrew Teichman
OCEAN LINES LIMITED 759 Square Victoria Montreal, Quebec H2Y 2K3 Attn: Andrew Kuhn
DTE ENERGY VENTURES, INC. 2000 2 nd Avenue Detroit, MI 48226 Attn: Ganesh Ananthasubramanian