

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
ECS Holdings, Inc.	12/30/2005
RECEIVING PARTY DATA	
Name:	Fifth Third Bank - Canada Branch
Street Address:	20 Bay Street
Internal Address:	12th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2N8
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5921080
Patent Number:	5203166
PCT Number:	US0433063
CORRESPONDENCE DATA	
Fax Number:	(216)348-5474
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2163485400
Email:	ip@mcdonaldhopkins.com
Correspondent Name:	McDonald Hopkins Co., LPA
Address Line 1:	600 Superior Aveune, East
Address Line 2:	Suite 2100
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	10023-00122
NAME OF SUBMITTER:	Grant A. Monachino

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REEL: 016967 FRAME: 0271

Total Attachments: 11

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## **SECURITY AGREEMENT**

THIS SECURITY AGREEMENT (as amended, modified, renewed or extended, this "Agreement") dated as of December 30, 2005, is made by and between **ECS HOLDINGS, INC.**, a Delaware corporation (the "Guarantor"), and **FIFTH THIRD BANK** (acting through its Canada Branch), an authorized foreign bank under the *Bank Act* (the "Bank").

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intangibles," "instruments," "inventory," "investment property," "letter-of-credit rights," "proceeds" and "supporting obligations."

## **2. GRANT OF SECURITY INTEREST; COLLATERAL**

**2.1. Grant of Security Interest.** As security for the payment and performance of the Secured Obligations (as defined in Section 3), the Guarantor hereby pledges, assigns and grants to the Bank a security interest in, to and under all of its personal property, wherever located and whether now existing or hereafter acquired or arising, including the following property (collectively and severally, the "Guarantor Collateral"):

REDACTED

- (f) all Intellectual Property Collateral (as defined in Section 1);

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**7.3. Additional Definition.** As used in this Agreement, "Intellectual Property Collateral" means the following properties and assets owned or held by the Guarantor or in which the Guarantor otherwise has any interest, now existing or hereafter acquired or arising:

(a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, patent applications and patent licenses as described in *Schedule 2*), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

REDACTED

(e) the entire goodwill of or associated with the businesses now or hereafter conducted by the Guarantor or its licensees connected with and symbolized by any of the aforementioned properties and assets; and

(f) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above.

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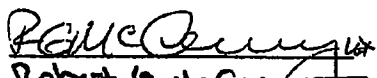


IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

The Guarantor:

ECS HOLDINGS, INC.

By:   
Name: John Mueller  
Title: President & Treasurer

By:   
Name: Robert G. McCready  
Title: Vice President & Secretary

The Bank:

FIFTH THIRD BANK (acting through its  
Canada Branch)

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

Security Agreement - ECS Holdings

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**Schedule 2**

**SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS**

**Patents**

<b>CASE NUMBER</b>	<b>OWNER</b>	<b>PATENT TITLE</b>	<b>COUNTRY</b>	<b>APPLICATION NO./ FILING DATE</b>	<b>PATENT NO./ ISSUE DATE</b>
2790	ECS Holdings, Inc.	Oxidation Catalytic Converter System for Small Spark Ignited Engines	Australia	56443/98 4 March 1998	727892 19 April 2001
			Canada	2230766 2 March 1998	
			United Kingdom	9804527.1 3 March 1998	2322816 8 August 2001
			United States of America	08/813475 7 March 1997	5,921,080 13 July 1999
3087	ECS Holdings, Inc.	Method and Apparatus for Treating Diesel Exhaust Gas to Remove Fine Particular Matter	Canada	2104675 23 August 1993	2104675 30 December 1997
			Patent Cooperation Treaty	CA92/00077 24 February 1992	WO92/14911 Expired
			United States of America	07/658,874 22 February 1992	5,203,166 20 April 1993

**Patents (cont'd)**

<b>CASE NUMBER</b>	<b>OWNER</b>	<b>PATENT TITLE</b>	<b>COUNTRY</b>	<b>APPLICATION NO./ FILING DATE</b>	<b>PATENT NO./ ISSUE DATE</b>
3264	ECS Holdings, Inc.	System Containing Oxygen Enriched Diesel Particulate Filter and Method Thereof	Patent Cooperation Treaty	US04/033063 7 October 2004	
			United States of America	60/509,720 8 October 2003	

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