

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies):

KMX Chemical Corp.
998C Old Country Road, Suite # 177
Plainview, New York 11803

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

3. Nature of conveyance:

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

Execution Date: November 18, 2005

2. Name and address of receiving party(ies)

Name: Loeb Investors Co. 166, L.P.

Internal Address: _____

Street Address: 61 Broadway

City: New York State: NY Zip: 10016

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

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)

B. Patent No.(s)

US6645380 B2

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jones Day

Internal Address: _____

Street Address: c/o Brett Nixon

222 East 41st Street

City: New York State: NY Zip: 10017-6702

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 80.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sophia Bryan
Name of Person Signing

Sophia Bryan
Signature

11/31/06
Date

Total number of pages including cover sheet, attachments, and documents: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ADDITIONAL NAMES

KMX Corp.
7181 Woodbine Avenue
Suite #112
Markham, Ontario, Canada
L3R 1A2
Attn: Jill Harris

KMX USA Inc.
230 King's Highway East, Suite 305
Haddonfield, NJ 08033

12/06/2005
700228926

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2006)

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

RECORDATION FORM COVER SHEET
PATENTS ONLY

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)

Loeb Investors Co. 166, L.P.

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 18, 2005

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

2. Name and address of receiving party(ies)

Name: EmX Chemical Corp.

Internal Address: _____

Street Address: 998 Old Country Road

Suite #177

City: Plainview

State: NY

Country: U.S.A. Zip: 11803

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

4. Application or patent number(s):

A. Patent Application No (s)

WO 03/000389 A2

☐ This document is being filed together with a new application

B. Patent No. (s)

US6645380 B2

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jones Day

Internal Address: _____

Street Address: c/o Brett Nixon

222 East 41st Street

City: New York

State: NY Zip: 10017-6702

Phone Number: 212-326-8352

Fax Number: 212-755-7306

Email Address: bnixon@jonesday.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80

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

8. Payment information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Sophia Bryan
Signature

November 30, 2005
Date

SOPHIA BRYAN

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be filed to (PTO) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, V.A. 22313-1480

EXECUTION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated November 18, 2005, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Loeb Investors Co. 166, L.P. ("*Loeb*").

WHEREAS, KmX Chemical Corp., a New York corporation, KmX Corp., a company formed under the laws of the Province of Ontario, has entered into a Loan Agreement dated as of November 18, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), with Loeb. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lender under the Loan Agreement, each Loan Party has executed and delivered that certain Security and Guarantee Agreement dated November 18, 2005 made by the Loan Parties to Loeb (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security and Guarantee Agreement*").

WHEREAS, under the terms of the Security and Guarantee Agreement, the Grantors (as defined therein) have granted to Loeb, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to Loeb for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(a) the patents, patent applications and patent licenses set forth on Schedule A hereto (the "*Patents*");

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable U.S. government officer record this IP Security Agreement.

4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security and Guarantee Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Loeb with respect to the Collateral are more fully set forth in the Security and Guarantee Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement

to be duly executed and delivered by its officers

as of the date first

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement
to be duly executed and delivered by its officers as of the date first
above written

Kinko Company Corp.

By: Name: James E. ConnTitle: CFO

Address for Notices:

Kinko Corp.

By: Name: James E. ConnTitle: CFO

Address for Notices:

Kinko USA Inc.

By: _____

Name: _____

Title: _____

Address for Notices:

NY-224402

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KmX Chemical Corp.

By: _____
Name: _____
Title: _____

Address for Notices:

KmX Corp.

By: _____
Name: _____
Title: _____

Address for Notices:

KmX USA Inc.

By: [Signature]
Name: Jeffrey Lewis
Title: President & CEO

Address for Notices:

KmX USA Inc.
5300 Kings Highway East
2nd Floor
Huntington Beach, CA 92648

44-227641/5