

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	First Amendment-Collateral Assignment of Intellectual Property
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CONVEYING PARTY DATA	
Name	Execution Date
Bortech Corporation	12/28/2005

RECEIVING PARTY DATA	
Name:	Mr. Rees H. Acheson
Street Address:	251 Camp Brook Road
City:	Alstead
State/Country:	NEW HAMPSHIRE
Postal Code:	03602
Name:	Hawkindale, Inc.
Street Address:	251 Camp Brook Road
City:	Alstead
State/Country:	NEW HAMPSHIRE
Postal Code:	03602

PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	4687899
Patent Number:	4873419
Patent Number:	4892990
Patent Number:	4952769
Patent Number:	5298710
Patent Number:	5558268

CORRESPONDENCE DATA	
Fax Number:	(603)624-1432
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

OP \$240.00 4687899

Phone: 603-623-5111
Email: patfilings@nhpatlaw.com
Correspondent Name: BOURQUE AND ASSOCIATES, P.A.
Address Line 1: 835 Hanover Street
Address Line 2: Suite 301
Address Line 4: Manchester, NEW HAMPSHIRE 03104

ATTORNEY DOCKET NUMBER:	WHITE-02001
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NAME OF SUBMITTER:	Daniel J. Bourque
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Total Attachments: 5
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FIRST AMENDMENT
TO
COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

This FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Amendment"), dated as of the 28th day of December, 2005, is by and among Bortech Corporation, a New Hampshire corporation, with a principal place of business at 66 Victoria Street, Keene, New Hampshire 03431 ("Assignor"); and Rees H. Acheson of 251 Camp Brook Road, Alstead, New Hampshire 03602, and Hawkindale, Inc., a New Hampshire corporation, with a place of business at 251 Camp Brook Road, Alstead, New Hampshire 03602; (hereinafter collectively the "Holder").

W I T N E S S E T H

WHEREAS, pursuant to a Collateral Assignment of Intellectual Property dated November 18, 2002 by Assignor for the benefit of Holder (the "Holder Assignment"), Assignor collaterally assigned to Holder certain Intellectual Property (as defined in the Holder Assignment) as security for payment of the Obligations (as defined in the Holder Assignment);

WHEREAS, pursuant to another Collateral Assignment of Intellectual Property dated November 18, 2002 by Assignor for the benefit of the New Hampshire Community Loan Fund, Inc. (the "NHCLF Assignment"), Assignor collaterally assigned to New Hampshire Community Loan Fund, Inc. ("NHCLF") the Intellectual Property as security for payment of the Obligations (as defined in the NHCLF Assignment) to NHCLF;

WHEREAS, Holder agreed pursuant to the Holder Assignment, that the collateral assignment to NHCLF pursuant to the NHCLF Assignment was senior to the collateral assignment to the Holder pursuant to the Holder Assignment;

WHEREAS, Assignor has paid in full to NHCLF the Obligations owed to NHCLF and NHCLF has discharged, or agreed to discharge, the NHCLF Assignment and the collateral assignment effected thereby;

WHEREAS, Assignor is making a collateral assignment of the Intellectual Property for the benefit of Bow Mills Bank and Trust, which collateral assignment shall be senior to the collateral assignment pursuant to the Holder Assignment; and

WHEREAS, Assignor and Holder wish to amend the Holder Assignment in accordance with the terms of this Amendment.

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

1. Amended Sections.

(a) Section 3 of the Holder Assignment shall be deleted in its entirety and replaced with the following new Section 3:

“So long as there shall exist no default by Assignor hereunder and no default as defined herein or in the Loan Agreement, the Note or any other loan documents executed herewith or therewith, Holder hereby licenses the Collateral exclusively (including as to Holder) to Assignor. In connection with said license, Assignor shall have all the obligations and duties set forth herein with respect to the Collateral including, but not limited to, the duty to register, maintain and enforce rights with respect to the Collateral all at Assignor’s sole expense as set forth in Section 5.”

(b) The text of Schedule 2 of the Holder Assignment is hereby deleted in its entirety and replaced with the following:

“Collateral Assignment of Intellectual Property to Bow Mills Bank and Trust dated December 28, 2005, which Collateral Assignment is senior to the assignment contained herein.”

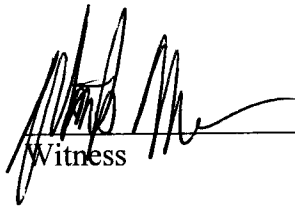
2. The Holder Assignment shall remain in full force and effect, as amended by the Amendment.

3. This Amendment shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its conflicts of law provisions.

4. This Amendment may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.


[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to Collateral Assignment of Intellectual Property to be duly executed and delivered as of the date first above written.



Witness

Bortech Corporation

By: 

Leo D. White – President

Witness

Hawkindale, Inc.

By: _____
Name: _____
Title: _____

Witness

Rees H. Acheson

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to Collateral Assignment of Intellectual Property to be duly executed and delivered as of the date first above written.

Bortech Corporation

Witness

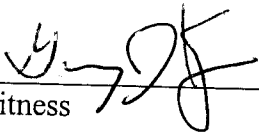
By: _____
Leo D. White – President

Hawkindale, Inc.

Witness

By: _____
Name: Tedd Benson
Title: Duly authorized

Witness



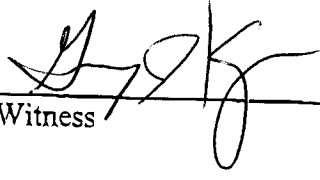
Rees H. Acheson

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to Collateral Assignment of Intellectual Property to be duly executed and delivered as of the date first above written.


Bortech Corporation

Witness

By: _____
Leo D. White - President



Witness

Hawkindale, Inc.
By: 
Name: Ted Benson
Title: Duly authorized

Witness

Rees H. Acheson