

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
THE PETER W. GAVIN SPRAY TRUST	03/14/2006

RECEIVING PARTY DATA

Name:	Webster Bank, National Association
Street Address:	80 Elm Street
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06510

PROPERTY NUMBERS Total: 53

Property Type	Number
Patent Number:	4732397
Patent Number:	4805920
Patent Number:	4832846
Patent Number:	4838731
Patent Number:	D317812
Patent Number:	5066169
Patent Number:	5107892
Patent Number:	5130016
Patent Number:	5154353
Patent Number:	5286040
Patent Number:	5347787
Patent Number:	D354673
Patent Number:	5538035
Patent Number:	5592785
Patent Number:	5601291

PATENT

500095068

REEL: 017480 FRAME: 0502

CH \$2120.00 4732397

Patent Number:	5618445
Patent Number:	5626346
Patent Number:	5655564
Patent Number:	5666768
Patent Number:	5680989
Patent Number:	5711451
Patent Number:	5772361
Patent Number:	D402349
Patent Number:	D405166
Patent Number:	5871640
Patent Number:	5882014
Patent Number:	5927898
Patent Number:	6015488
Patent Number:	6385938
Patent Number:	6450505
Patent Number:	6460860
Patent Number:	6484451
Patent Number:	6691975
Patent Number:	6877281
Patent Number:	6789776
Patent Number:	6688072
Patent Number:	6666349
Patent Number:	6655093
Patent Number:	6609718
Patent Number:	6817631
Patent Number:	6841066
Patent Number:	6478957
Patent Number:	6360898
Patent Number:	6338797
Patent Number:	6306299
Patent Number:	6129837
Patent Number:	6006612
Patent Number:	5736035
Patent Number:	D386241
Patent Number:	5683577

Patent Number:	5593584
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Patent Number:	5482621
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Patent Number:	5382357
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CORRESPONDENCE DATA

Fax Number: (214)651-4330

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

Phone: 214-651-4300

Email: jules.brenner@strasburger.com

Correspondent Name: Jules Brenner

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Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	15132.0100
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NAME OF SUBMITTER:	Peter W. Gavin
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Total Attachments: 16

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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

THE PURPOSE OF THIS AGREEMENT IS TO CREATE A SECURITY INTEREST

AGREEMENT dated as of March 14, 2006 between THE PETER W. GAVIN SPRAY TRUST, dated May 26, 2004, with a mailing address of 60 Capital Drive, Wallingford, Connecticut 06492 (the "Trust") and WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association, with an office and place of business located at 80 Elm Street, New Haven, Connecticut 06510 (the "Lender").

BACKGROUND. On March 3, 2006, the Trust and the Lender entered into a certain Patent and Trademark Security Agreement ("Original Agreement"). The Trust and the Lender have agreed that Schedule A and Schedule B of the Original Agreement require revisions and additions. It is the Trust's and Lender's intent that the terms, covenants, conditions and provisions of the Original Agreement be hereby amended, restated and replaced in their entirety with the terms of this Agreement. Pursuant to the terms and provisions of a certain Credit Agreement executed by and between POLYLOK, INC., a Connecticut corporation with its principal place of business located at 60 Capital Drive, Wallingford, Connecticut 06492 ("Polylok, Inc.") and the Lender dated as of March 3, 2006, (as amended by the First Amendment to Credit Agreement dated the date hereof, collectively, the "Credit Agreement"), the Limited Continuing Non-Recourse Guaranty Agreement executed by the Trust on March 3, 2006, (the "Limited Guaranty") and documentation related thereto which evidences and/or secures the Obligations thereunder and/or governs the Credit Agreement (collectively, along with the Credit Agreement, the Construction Loan Agreement (as defined below), and the Limited Guaranty, the "Financing Agreements"), the Lender has agreed to make available to Polylok, Inc. a revolving loan ("Revolving Loan") in the principal amount of up to \$1,000,000 and a term loan in the principal amount of \$7,400,000 (the "Term Loan"). Additionally, pursuant to that certain Construction Loan Agreement (the "Construction Loan Agreement") dated as of March 3, 2006, the Lender has agreed to make available to Bear Industries, LLC, a construction loan (the "Construction Loan," together with the Revolving Loan and the Term Loan, hereinafter referred to collectively as the "Loan"), in the principal amount of up to \$3,000,000. Part of the inducement for Lender to extend the Loan to Polylok, Inc. and Bear Industries, LLC is the execution by the Trust of this Agreement. Payment of the Loan and the payment or performance of the Limited Guaranty and any other obligations of the Trust to the Lender pursuant to the Financing Agreements or any other obligations from the Trust to Lender whether now existing or hereafter arising as set forth more particularly in the Financing Agreements, which definition is incorporated herein by reference (collectively, the "Obligations"), are to be secured by, among other things, the security interests created hereby.

NOW THEREFORE, in consideration of the premises, and as an inducement to the Lender to enter into the Financing Agreements and to extend the Loan contemplated hereby, the Trust hereby agrees with the Lender as follows:

1. **Grant of Security Interest.** In order to secure payment of the Loan and any other Obligations, the Trust hereby pledges, assigns and grants to the Lender a continuing security interest in and lien on all of the Trust's: (i) patents, patent applications and patentable inventions,

and the United States and foreign country registrations therefor (including but not limited to, those listed in Schedule A attached hereto and made a part hereof) ("Patents"); (ii) trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation, the trademarks listed on Schedule B (collectively, with the Patents, the "Collateral"); (iii) common law rights to any of the Collateral; (iv) right to sue in Lender's own name or joined with the Trust, for past, present or future infringements thereof; (v) any continuations, divisions, substitutes, reissues, renewals and/or extensions thereof; (vi) rights corresponding to any of the foregoing throughout the world, all whether now existing or hereafter arising; (vii) all rights to income, royalties, profits, awards, damages, or other rights relating to the Collateral; and (viii) proceeds of any of the foregoing. Without limiting the generality of the foregoing, the Trust hereby further grants, assigns and conveys to Lender an exclusive license under and to the Collateral for the purpose of enforcing all of Lender's rights and remedies under this document and the Financing Agreements. Any right to sue shall be discretionary and not an obligation of Lender.

2. Covenants and Warranties of the Trust. The Trust covenants and warrants that:

- (a) The Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;
- (b) The Trust is not a party to any license of any Collateral as licensor or as a licensee under any license agreements material to its business;
- (c) To the best of the Trust's knowledge, each of the Collateral is valid and enforceable;
- (d) To the best of the Trust's knowledge, no claim has been asserted by any third party that any of the Collateral is invalid or unenforceable;
- (e) To the best of the Trust's knowledge, no claim has been made that the practice of any of the Collateral does or may violate the rights of any third person;
- (f) Except for the security interest and conditional assignment created by this Agreement, the Trust is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Collateral, free and clear of any liens, security interests, or infringements of any nature whatsoever. No effective assignment or financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office; except such as may have been filed in favor of the Lender relating to this Agreement or for which duly executed termination statements have been recorded or delivered to the Lender; and
- (g) the Trust has the unqualified right to enter into this Agreement and perform its terms.

The Trust agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with the Trust's obligations, duties and liabilities under this Agreement.

The Trust further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by the Lender:

(h) To take all actions necessary to properly maintain and renew all Collateral which are or may become subject hereto for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said Collateral which may be necessary or appropriate under applicable law;

(i) To file new applications to register and protect under applicable law all patentable inventions or trademarks acquired by the Trust but for which applications have not previously been filed or to take all other actions necessary to cause the Collateral to be issued as a result of said applications; and

(j) To protect such Collateral from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Collateral from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

3. Additional Collateral. If, before the Obligations shall have been satisfied in full, the Trust shall obtain rights to any new Collateral or become entitled to the benefit of any Collateral application or any reissue, renewal and extension of any Collateral, the Trust shall give to the Lender prompt notice thereof in writing and the provisions of Paragraph 1 shall apply thereto.

4. Modifications. The Trust authorizes Lender to modify this Agreement by amending Schedules A and B to include any renewals, extensions or additions to any Collateral utilized by the Trust or applied for or obtained hereafter and any renewals, extensions, or additions thereto and any improvements thereon.

5. No Other Liens. The Trust shall not permit or suffer to exist any lien or security interest upon the Collateral.

6. Events of Default. For the purpose of this Agreement, an event of default shall mean a Default or Event of Default as set forth in the Credit Agreement which definitions are incorporated herein by reference.

7. Remedies. In case any one or more Events of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Financing Agreements, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located.

8. Additional Rights of Lender. After the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce its rights in the Collateral and any license thereunder, in which event the Trust shall at the request of Lender do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Trust shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section.

9. No Waiver. No failure on the part of Lender to exercise, and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Lender of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to Lender or allowed it by law or other agreement, shall be cumulative and not exclusive the one of any other, and may be exercised by Lender from time-to-time.

10. Further Assurances; Filing. The Trust agrees to execute and deliver to Lender, Uniform Commercial Code financing statements and such other documents, instruments, supplemental security agreements and chattel mortgages as Lender may deem necessary, proper or desirable in obtaining the benefits of this Agreement, and the Trust hereby authorizes Lender to effect any filing or recording of any such financing statement or statements relating to the Collateral or amendments thereto without the signature of the Trust where lawful, and hereby appoints Lender as its attorney-in-fact to execute any such financing or other statement or statements in the name of the Trust, and to perform all other acts which Lender deems appropriate to perfect and continue the security interests in, and to protect and preserve, the Collateral. The Trust further agrees to assign to Lender its rights in or under any financing statements relating to the Collateral and filed in favor of the Trust.

11. Expenses. The Trust agrees that all costs and expenses (including attorneys' fees and expenses for legal services of every kind) of, or incidental to, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, custody, care, management, sale or collection of, or realization upon, any of the Collateral or in any way relating to the enforcement or protection of the rights of Lender, or in defending or prosecuting any actions or proceedings arising or related to the Collateral, shall all be borne and paid by the Trust on demand by Lender and until paid shall become part of the Obligations secured hereby. Lender may at any time apply to the payment of all such costs and expenses all moneys of the Trust or other proceeds arising from the possession or disposition of all or any portion of the Collateral.

12. Notices. All notices, requests, approvals, demands and other communications given or made in connection with the terms and provisions of this Agreement shall be deemed to have been given or made when sent by registered mail, in accordance with the provisions of the Credit Agreement.

13. Successors. All the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

14. Termination. Upon the payment in full of all amounts due under the Loan and payment and performance of all other Obligations of the Trust to Lender, Lender shall execute and deliver to the Trust, at the Trust's sole cost and expense, any deeds, assignments, financing statements or other instruments as may be reasonably necessary to revest in the Trust full title to the Collateral.

15. Remedies Cumulative. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Waivers. THE TRUST HEREBY: (A) WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF LENDER'S RIGHTS AND REMEDIES, INCLUDING WITHOUT LIMITATION, TORT CLAIMS; AND (B) ACKNOWLEDGES THAT THE LOAN SECURED HEREBY IS A COMMERCIAL TRANSACTION AND WAIVES ITS RIGHTS UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW TO (I) NOTICE AND PRIOR COURT HEARING OR COURT ORDER IN CONNECTION WITH ANY AND ALL PREJUDGMENT REMEDIES TO WHICH THE LENDER MAY BECOME ENTITLED BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT, AND (II) REQUEST THAT THE LENDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT SAID TRUST AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY THE LENDER BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT, AND FURTHER, WAIVES DILIGENCE, DEMAND, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, OR OTHER ACTION TAKEN IN RELIANCE HEREON AND ALL OTHER DEMANDS AND NOTICES OR ANY DESCRIPTION IN CONNECTION WITH THIS AGREEMENT, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS. THE TRUST ACKNOWLEDGES THAT IT MAKES THE FOREGOING WAIVERS KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THE FOREGOING WAIVERS WITH ITS ATTORNEYS. THE TRUST FURTHER ACKNOWLEDGES THAT NO PARTY TO THIS AGREEMENT HAS AGREED WITH OR REPRESENTED TO THE TRUST OR ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18. Governing Law, Jurisdiction, Venue and Service. The validity and interpretation of this Agreement and the rights and obligations of parties under this Agreement and the Financing Agreements shall be governed by and construed in accordance with the law of the State of

Connecticut (but not its conflicts of law provisions). The Trust agrees the Superior Court of the Judicial District of Hartford, Connecticut or the United States District Court the District of Connecticut at Hartford shall have jurisdiction to hear and determine any claims or disputes pertain to the financing transaction of which this Agreement is a part and/or the Financing Agreement or to any matter arising or in any way related to this Agreement and/or any of the Financing Agreement, and expressly submits and consents in advance to such jurisdiction and venue in any action or proceeding.

19. Modification. This Security Agreement is subject to modification only by a writing signed by the parties.

20. Counterparts. This Security Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile copies of signatures shall be deemed originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective seals hereunder affixed as of the day and year first above written.

WEBSTER BANK, NATIONAL ASSOCIATION

By: B.A.K.
Name: Barbara A Keegan
Title: Senior Vice President
Duly Authorized

THE PETER W. GAVIN SPRAY TRUST,
Dated May 26, 2004

By: _____
Name: _____
Address: _____

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective seals hereunder affixed as of the day and year first above written.

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____

Name:

Title:

Duly Authorized

THE PETER W. GAVIN SPRAY TRUST,
Dated May 26, 2004

By: _____

Name: Peter W. Gavin

Address: 22 Pent Road

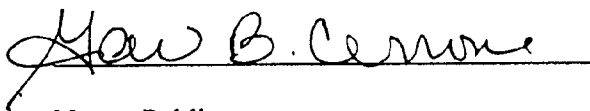
Durham, CT 06422

STATE OF CONNECTICUT)

New Haven) ss. ~~Hartford~~ New Haven CT
 COUNTY OF ~~HARTFORD~~)

Before me, the undersigned, this 15th day of March, 2006, personally appeared Barbara Keegan, known to me to be the Senior Vice President of Webster Bank, National Association and that she as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be her free act and deed individually and as such officer, and the free act and deed of said bank.

In Witness Whereof, I hereunto set my hand.



Notary Public

My Commission Expires:

GAIL B. CERRONE

NOTARY PUBLIC

Commissioner of the Superior Court Expires July 31, 2011

STATE OF _____)

) ss. _____

COUNTY OF _____)

Before me, the undersigned, this _____ day of March, 2006, personally appeared _____, Trustee of The Peter W. Gavin Spray Trust, dated May 26, 2004, and he as signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed.

In Witness Whereof, I hereunto set my hand.

 Commissioner of the Superior Court

COUNTY OF HARTFORD)

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court

COUNTY OF NEW HAVEN)

Peter W. Gavin, Trustee of The Peter W. Gavin Spray Trust, dated May 26, 2004, and he as signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed.

W. H. W.

Dennis A. Ceneviva

Schedule A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
Cast in Place Combination Aperture Closure	USA	4,732,397	3/22/1988
Pipe Seal and Closure Member	USA	4,805,920	2/21/1989
Septic Tank Baffle	USA	4,832,846	5/23/1989
Septic tank distribution box system	USA	4,838,731	6/13/1989
Septic Tank Baffle	USA	D317812	6/25/1991
Retaining wall system	USA	5,066,169	11/19/1991
Weir Construction for Liquid Distributors	USA	5,107,892	4/28/1992
Drain grate	USA	5,130,016	7/14/1992
Optimized Weir Construction for Liquid Distributors	USA	5,154,353	10/13/1992
Asymmetrical pipe seal and closure member	USA	5,286,040	2/15/1994
Universal spacer for concrete reinforcement rods	USA	5,347,787	9/20/1994
Rebar spacer	USA	D354673	1/24/1995
Plastic fluid distribution box with integrally fastened seal	USA	5,538,035	7/23/1996
Handle for subterranean concrete covers	USA	5,592,785	1/14/1997
Embedded in concrete, elastomeric seal for pipes	USA	5,601,291	2/11/1997
Septic tank solids retainer gas baffle	USA	5,618,445	4/8/1997
Embedded in concrete, elastomeric seal for pipes	USA	5,626,346	5/6/1997
Septic system plastic distribution box with integrally fastened seal	USA	5,655,564	8/12/1997
Collapsible handle assembly for concrete covers	USA	5,666,768	9/16/1997
Adjustable weir for liquid distribution system	USA	5,680,989	10/28/1997
Concrete tank support system	USA	5,711,451	1/27/1998
Extendable anchor base septic tank	USA	5,772,361	6/30/1998
Septic system filter	USA	D402349	12/8/1998
Removable Section Pipe Seal	USA	D405166	2/2/1999
Filter and housing	USA	5,871,640	2/16/1999
Removable section pipe seal for septic systems	USA	5,882,014	3/16/1999
Method for installing a septic tank in	USA	5,927,898	7/27/1999

soil

Filter system for septic tank	USA	6,015,488	1/18/2000
Space for concrete reinforcement rods	USA	6,385,938	5/14/2002
Seal for casting in a concrete wall of a fluid distribution system contain	USA	6,450,505	9/17/2002
Pipe seal for cast concrete	USA	6,460,860	10/8/2002
Stackable riser resistant to soil movement	USA	6,484,451	11/26/2002
Concrete tank seal cast	USA	6,691,975 B1	2/17/2004
Cover for a Riser Section and Method of using Cover for Anchoring Riser Section in Concrete	USA	6,688,072 B1	2/10/2004
Stackable riser configuration	USA	6,877,281 B	4/12/2005
Cast-in anchor attachment apparatus	USA	6,789,776	9/14/2004
Concrete tank seal cast	USA	6,691,975	2/17/2004
Cover for riser section and method of using cover for anchoring riser section in concrete	USA	6,688,072	2/10/2004
Septic system tank	USA	6,666,349	12/23/2003
Riser section and cover therefore	USA	6,655,093	12/2/2003
Seal for casting in a concrete wall of a fluid distribution system container	USA	6,609,718	8/26/2003
Septic System Box Pipe Seal	USA	6,817,631	11/16/2004
Filtration device for a waste water treatment system	USA	6,841,066	1/11/2005
Filtering apparatus for a wastewater treatment tank	USA	6,478,957	11/12/2002
Filtration device for waste water treatment system	USA	6,360,898	3/26/2002
Filter device for wastewater treatment system	USA	6,338,797	1/15/2002
Filtration device for a waste water treatment system	USA	6,306,299	10/23/2001
Waste water treatment filter including a waste water level control alert device	USA	6,129,837	10/10/2000
Waste water effluent test method and assembly	USA	6,006,612	12/28/1999
Outlet filter for waste water treatment tank	USA	5,736,035	4/7/1998
Outlet filter for waste water treatment tank	USA	D386,241	11/11/1997
Filter device for wastewater treatment system	USA	5,683,577	11/04/1997
Septic tank filter	USA	5,593,584	1/14/1997

425471-v2

Septic tank outlet filter	USA	5,482,621	1/9/1996
Septic tank outlet filter	USA	5,382,357	1/17/1995

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
Embedded in concrete elastomeric seal for pipes	Canada	2,171,653	7/1/2003
Embedded in concrete elastomeric seal for pipes	Canada	2,171,654	6/17/2003
Universal spacer for concrete reinforcement rods	Canada	2,162,849	2/24/1998
Improved filtration device for a waste water treatment system	Australia	2001251377	4/6/2000
Septic tank outlet filter	Canada	2,135,937	5/2/1995
Improved filtration device for a waste water treatment system	China	ZL01809204.7	8/3/2005
Waste water treatment filter	Mexico	201506	4/24/2001
Septic tank outlet filter	Israel	IL111574	10/5/1998
Improved filtration devise for a waste water treatment system	New Zealand	521829	4/5/2001
Septic tank outlet filter	New Zealand	264824	10/31/1994

FOREIGN PATENT APPLICATION

<u>Title</u>	<u>Country</u>	<u>Application Number</u>
Improved filtration device for a waste water treatment system	Canada	2,403,930
Improved filtration devise for a waste water treatment system	Europe	EP20010924752 (01924752.7)

Schedule BUNITED STATES ISSUED TRADEMARKS, SERVICE MARKSAND COLLECTIVE MEMBERSHIP MARKSREGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
VERSA-TEE	USA	2,582,106	6/18/2002
VERSA-CASE	USA	2,567,432	5/7/2002
ZABEL ENVIRONMENTAL TECHNOLOGY	USA	2,452,706	5/22/2001
ZABEL ENVIRONMENTAL TECHNOLOGY logo and design	USA	2,452,705	5/22/2001
SMARTFILTER logo and design	USA	2,422,567	1/23/2001
SMARTFILTER	USA	2,401,133	10/31/2000
ZABEL	USA	2,354,468	6/6/2000
ZABEL ZONE	USA	2,216,546	1/5/1999

FOREIGN ISSUED MARKS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ZABEL	Australia	819659	2/22/2001
SMART FILTER logo and design	Australia	819656	2/21/2001
ZABEL ENVIRONMENTAL TECHNOLOGY logo and design	Australia	819655	2/6/2001
ZABEL ENVIRONMENTAL TECHNOLOGY logo and design	Australia	819654	2/6/2001
ZABEL ZONE	Australia	819653	3/28/2001
ZABEL ADVANCED TREATMENT SYSTEM logo and design	Australia	819651	2/6/2001
ZABEL ADVANCED TREATMENT	Australia	819650	2/6/2001

SYSTEM			
ZABEL FILTERS	Australia	819649	2/6/2001
ZABEL FILTERS logo	Australia	819648	2/6/2001
and design			
ZABEL	Australia	700756	1/19/1996
ZABEL	Australia	603750	11/25/1999
ENVIRONMENTAL			
TECHNOLOGY logo			
and design			
ZABEL	Canada	TMA572,494	12/17/2002
ZABEL	Canada	TMA572,280	12/13/2002
ENVIRONMENTAL			
TECHNOLOGY			
ZABEL	Canada	TMA571,836	12/5/2002
ENVIRONMENTAL			
TECHNOLOGY logo			
and design			
ZABEL ZONE	Canada	TMA571,738	12/4/2002
SMARTFILTER logo	Canada	TMA560,434	4/19/2002
and design			
SMARTFILTER	Canada	TMA555,656	12/19/2001
ZABEL FILTERS logo	China	134,321	
and design			
ZABEL	China	132,695	4/30/2001
ENVIRONMENTAL			
TECHNOLOGY logo			
and design			
ZABEL	China	132,694	4/30/2001
ENVIRONMENTAL			
TECHNOLOGY			
ZABEL	China	132,693	4/30/2001
ENVIRONMENTAL			
TECHNOLOGY			
SMARTFILTER logo	China	132,692	4/30/2001
and design			
SMARTFILTER	China	132,691	4/30/2001
ZABEL	China	132,688	4/30/2001
ZABEL FILTERS	China	132,687	4/30/2001
ZABEL ADVANCED	China	132,686	4/30/2001
TREATMENT			
SYSTEM			
ZABEL ADVANCED	China	132,685	4/9/2001
TREATMENT			
SYSTEM logo and			
design			
ZABEL ZONE	China	132,683	4/30/2001

ZABEL ENVIRONMENTAL TECHNOLOGY logo and design	China	132,682	4/30/2001
ZABEL FILTERS	New Zealand	603540	5/10/2001
ZABEL ADVANCED TREATMENT SYSTEM logo and design	New Zealand	603539	5/10/2001
ZABEL ZONE	New Zealand	603538	5/10/2001
ZABEL ZONE ADVANCED TREATMENT SYSTEM	New Zealand	603536	5/10/2001
ZABEL ENVIRONMENTAL TECHNOLOGY logo and design	New Zealand	603535	10/9/2001
ZABEL ENVIRONMENTAL TECHNOLOGY logo and design	New Zealand	603534	10/9/2001
ZABEL ENVIRONMENTAL TECHNOLOGY	New Zealand	603533	5/10/2001
SMARTFILTER logo and design	New Zealand	603532	12/17/2001
SMARTFILTER	New Zealand	603531	12/17/2001
ZABEL	New Zealand	603528	5/10/2001