

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
Clearford Industries Inc.	12/30/2005
RECEIVING PARTY DATA	
Name:	HSBC Bank Canada
Street Address:	70 York Street
Internal Address:	Toronto Main Branch, 2nd Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 189
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	60728257
Patent Number:	5895569
CORRESPONDENCE DATA	
Fax Number:	(312)360-9315
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 360-0080
Email:	docket@gbclaw.net
Correspondent Name:	Lawrence J. Crain
Address Line 1:	300 South Wacker Drive
Address Line 2:	Suite 2500
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	1652.75065
NAME OF SUBMITTER:	Lawrence J. Crain
Total Attachments: 3	
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SPECIFIC ASSIGNMENT OF INTELLECTUAL PROPERTY

This Agreement is made as of December 30, 2005, by and between:

**CLEARFORD INDUSTRIES INC., 236 Westbrooke Road, R.R. # 3, Carp, Ontario,
K0A 1L0.**

(the "Grantor")

and:

**HSBC BANK CANADA, Toronto Main Branch, 70 York Street, 2nd Floor, Toronto,
Ontario M5J 1S9.**

(the "Secured Party")

WHEREAS the Grantor is the proprietor and/or registered owner of intellectual property registrations and/or applications set forth on Schedule 1 annexed hereto (the "Intellectual Property");

AND WHEREAS the Grantor and Secured Party are party to a certain general security agreement (the "General Security Agreement") dated December 30, 2005, in accordance with which the Grantor has granted to the Secured Party a security interest in all of its assets and properties, including without limitation all of the right, title and interest of the Grantor in and to the Intellectual Property together with the goodwill of the business symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant to the Secured Party a security interest in the Collateral to secure the prompt payment and performance of its obligations under the General Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties as of the date first hereinabove set forth.

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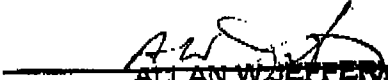
CLEARFORD INDUSTRIES INC.



Per: Bruce Linton

Title: Chief Executive Officer

HSBC BANK CANADA



Per:

ALLAN W. JEFFERY

Vice-President

Title:



EDGAR J. ARAGON (12838)

Assistant Vice-President

PATENT

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**SCHEDULE 1
TRADEMARKS**

Small Bore Sewer		TMA473741
SBS		TMA 466573

PATENTS

Small Bore Sewer System		CA Patent No. 2,166,666
High Performance Sewer System	CA Patent Application No. 2,521,428	
Small Bore Sewer System		US Patent No. 5,895,569
High Performance Sewer System	US Provisional No. 60/728,257	

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