Form **PTO-1595** (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008)

| U.S. DEPA     | RTMENT OF  | - COMMERC   | E      |
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| United States | Patent and | Trademark C | Office |

| RECORDATION FORM COVER SHEET<br>PATENTS ONLY   |  |  |  |
|--|--|--|--|
|  | se record the attached documents or the new address(es) below.   |  |  |
| 1. Name of conveying party(ies)  | 2. Name and address of receiving party(ies)  |  |  |
| EcoTechnology, Inc.  | Name: Philadelphia Commercial Development Corporation  |  |  |
|  | Internal Address:  |  |  |
|  |  |  |  |
| Additional name(s) of conveying party(ies) attached?   |  |  |  |
| 3. Nature of conveyance/Execution Date(s):   | Street Address: 1315 Walnut Street, Suite 600  |  |  |
| Execution Date(s) April 16, 1998   |  |  |  |
| Assignment Merger  | City: Philadelphia   |  |  |
| Security Agreement Change of Name  |  |  |  |
| Joint Research Agreement   | State: PA  |  |  |
| Government Interest Assignment   | Country: United States Zip: 19107  |  |  |
| Executive Order 9424, Confirmatory License   |  |  |  |
| Other  | Additional name(s) & address(es) attached? 🗌 Yes 🗹 No  |  |  |
| 4. Application or patent number(s):  | document is being filed together with a new application.   |  |  |
| A. Patent Application No.(s) B. Patent No.(s)  |  |  |  |
|  | 6,256,902  |  |  |
|  |  |  |  |
| Additional numbers at  | ached? Yes VNo   |  |  |
| 5. Name and address to whom correspondence 6. Total number of applications and pa  |  |  |  |
| concerning document should be mailed:  | involved:_1  |  |  |
| Name: John A. Cullis   | 7. Total fee (37 CFR 1.21(h) & 3.41) \$40  |  |  |
| Internal Address:Neal, Gerber & Elsenberg LLP  | Authorized to be charged by credit card  |  |  |
|  | Authorized to be charged to deposit account  |  |  |
| Street Address; Two North LaSalle Street   |  |  |  |
|  | None required (government interest not affecting title)  |  |  |
| City: Chicago  | 8. Payment Information   |  |  |
| -····  |  |  |  |
| State: II Zin:enenn  | a. Credit Card Last 4 Numbers  |  |  |
| State: IL Zip: <u>60602</u>  |  |  |  |
| Phone Number: <u>312-269-8000</u>  | a. Credit Card Last 4 Numbers  |  |  |
| Phone Number: <u>312-269-8000</u><br>Fax Number: <u>312-269-1747</u>   | a. Credit Card Last 4 Numbers<br>Expiration Date<br>b. Deposit Account Number <u>502261</u>  |  |  |
| Phone Number: <u>312-269-8000</u>  | a. Credit Card Last 4 Numbers<br>Expiration Date   |  |  |
| Phone Number: <u>312-269-8000</u> Fax Number: <u>312-269-1747</u> Email Address: <u>icullis@ngelaw.com</u> 9. Signature:   | a. Credit Card Last 4 Numbers<br>Expiration Date<br>b. Deposit Account Number <u>502261</u>  |  |  |
| Phone Number: <u>312-269-8000</u><br>Fax Number: <u>312-269-1747</u><br>Email Address: <u>jcullis@ngelaw.com</u>   | a. Credit Card Last 4 Numbers<br>Expiration Date<br>b. Deposit Account Number <u>502261</u><br>Authorized User Name  |  |  |
| Phone Number: <u>312-269-8000</u> Fax Number: <u>312-269-1747</u> Email Address: <u>joullis@ngelaw.com</u> 9. Signature:   | a. Credit Card Last 4 Numbers<br>Expiration Date<br>b. Deposit Account Number <u>502261</u><br>Authorized User Name<br><u>5/15/06</u><br>Date<br>Total number of pages including cover |  |  |
| Phone Number: 312-269-8000 Fax Number: 312-269-1747 Email Address: jcullis@ngelaw.com 9. Signature: John A. Cullis Name of Person Signing Documents to be recorded (including cover shee | a. Credit Card Last 4 Numbers<br>Expiration Date<br>b. Deposit Account Number <u>502261</u><br>Authorized User Name<br><u>5/15/06</u><br>Date  |  |  |

REEL: 017626 FRAME: 0153

### ASSIGNMENT AND SECURITY AGREEMENT

ASSIGNMENT AND SECURITY AGREEMENT made this Weday of April , 1996 by and between

## Ecotechnology, Inc. 6355 Riverside Blvd., Suite 2L Sacramento, CA 95831

("Debtor")

and

# PHILADELPHIA COMMERCIAL DEVELOPMENT CORPORATION Suite 600 1315 Walnut Street Philadelphia, Pennsylvania 19107

("Secured Party")

1. Debtor hereby grants an Assignment and a Security Interest to Secured Party in the following property, including all proceeds, increases, substitutions and replacements, cluding all after-acquired items (collectively, the "Collateral"), but no authority to dispose of the Collateral other than in the ordinary course of business is intended or is to be inferred:

All of *Debtor's* furniture, fixtures, machinery, equipment, inventory, accounts receivable, general intangibles, and contract rights now owned or hereafter acquired including without limitation Trinity Bulk Semi Eagle Bridge Series Vehicle Identification No. 1F95E422XWB114068 and all proceeds of the foregoing.

2. This Assignment and Security Interest is given to secure the following (collectively, the "Obligations"):

All amounts owing by *Debtor* to *Secured Party*, including future advances, including without limitation all indebtedness of *Debtor* under Promissory Judgment Note of even date, all *Obligations* of *Debtor* under Loan Agreement of even date herewith and all *Obligations* of all guarantors of the indebtedness and *Obligations* of *Debtor*.

3. Debtor agrees to execute and deliver to Secured Party such financing utements, continuation statements and other documents as Secured Party reasonably determines shall be necessary to perfect and to keep perfected Secured Party's security interest in the Collateral.

PATENT REEL: 017626 FRAME: 0154 4. *Debtor* will not, without prior written consent of *Secured Party*, sell, contract to sell, lease, encumber or dispose of all or any part of the *Collateral* or any interest therein until all of the *Obligations* have been satisfied in full.

5. Debtor will pay promptly when due all taxes and assessments on the *Collateral* or for its use and operation.

6. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact with full power and authority to do any and every act which Debtor is obligated by this Security Agreement to do with respect to the Collateral and Secured Party's security interest therein, including without limitation the right to exercise all rights of Debtor in the Collateral, to make collections, to execute any and all documents and instruments and to do all things necessary to preserve and protect the Collateral and to protect Secured Party's security interest in said Collateral.

7. Upon the occurrence of any event of default with respect to any of the *Obligations* secured hereby. *Secured Party* may, at its option, exercise any and all of the following rights:

(a) Cure or attempt to cure such default and, in doing so, Secured Party may elect temporarily to take possession and/or control of the Collateral as agent for Debtor and for Debtor's account; but no cure or attempt to cure by Secured Party shall constitute a waiver of any other of Secured Party's rights and remedies in respect of such default;

(b) Accelerate all payments and other performance pursuant to the *Obligations* and declare all such payments and performance immediately due and payable in full, as well as exercise any other rights granted to *Secured Party* upon default in the notes, guaranties, security agreements, mortgages or any other document evidencing or securing payment of the *Obligations* secured by this Security Agreement;

(c) Exercise any and all rights granted to a Secured Party upon default under the Pennsylvania Uniform Commercial Code with respect to the Collateral and Secured Party may require Debtor to assemble such Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to Secured Party and to Debtor. Notice of the time and place of any public sale or of the date after which any private sale or other intended disposition is to be made is agreed to be commercially reasonable if sent ten (10) days in advance thereof. The proceeds of any sale or disposition of the Collateral shall first be applied to Secured Party's reasonable expenses of retaking, holding, preparing for sale, selling, and the like and to reasonable attorneys' fees and legal expenses incurred by Security in connection therewith, and the balance shall be

.pplied on account of Debtor's Obligations pursuant to this Agreement. Should Debtor fail to assemble and make available to Secured Party the Collateral as set forth herein, Secured Party shall have the right to remove the Collateral from the premises where located, and for purposes of removal and possession, Secured Party or its representatives may enter the premises where the Collateral is located without legal process and Debtor hereby waives and releases the Secured Party of and from any and all claims in connection therewith or arising therefrom;

Debtor shall be liable for all deficiencies after liquidation of the (ď) Collateral;

THE FOLLOWING PARAGRAPHS CONTAIN A WARRANT OF ATTORNEY TO CONFESS JUDGMENT WHICH AUTHORIZES PCDC AND ANY SUBSEQUENT HOLDER OF THIS NOTE TO ENTER A JUDGMENT AGAINST YOU FOR MONEY DAMAGES AND FOR POSSESSION OF THE COLLATERAL WITHOUT THE NOTICE AND HEARING TO WHICH YOU WOULD OTHERWISE BE ENTITLED. YOUR EXECUTION OF THIS DOCUMENT ACKNOWLEDGES THAT YOU HAVE KNOWINGLY AND WILLINGLY WAIVED YOUR RIGHT TO NOTICE AND A HEARING BEFORE THE ENTRY OF A JUDGMENT AGAINST YOU.

DEBTOR, IN ADDITION TO ANY OTHER RIGHTS GIVEN (e) HEREIN TO SECURED PARTY, HEREBY IRREVOCABLY AUTHORIZES ANY ATTORNEY FOR ANY COURT OF RECORD TO APPEAR FOR DEBTOR, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TO CONFESS JUDGMENT AGAINST ALL OR ANY DEBTOR IN FAVOR OF SECURED PARTY OR ANY ASSIGNEE OF SECURED PARTY FOR SUCH AMOUNT AS MAY BE UNPAID AND DUE HEREUNDER, TOGETHER WITH ALL COSTS AND ATTORNEYS' FEES FOR COLLECTION OF FIFTEEN (15%) PERCENT, AND CONSENTS TO IMMEDIATE EXECUTION UPON SUCH JUDGMENT, WAIVING ANY AND ALL NOTICES, EXEMPTIONS AND APPRAISEMENTS TO WHICH DEBTOR MIGHT OTHERWISE BE ENTITLED UNDER ANY LAW, RULE OF COURT OR OTHERWISE, NOW IN EFFECT OR HEREAFTER ENACTED OR ADOPTED;

DEBTOR, IN ADDITION TO ANY OTHER RIGHTS GIVEN **(f)** HEREIN TO SECURED PARTY, HEREBY IRREVOCABLY AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR DEBTOR, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TO CONFESS JUDGMENT AGAINST ALL OR ANY DEBTOR IN FAVOR OF SECURED PARTY OR ANY ASSIGNEE OF SECURED PARTY IN REPLEVIN FOR POSSESSION OF THE COLLATERAL AND CONSENTS TO THE IMMEDIATE ISSUANCE OF WRITS OF POSSESSION FOR THE COLLATERAL, WAIVING ANY AND ALL SECURITY,

NOTICES OR EXEMPTIONS TO WHICH DEBTOR MIGHT OTHERWISE BE ENTITLED UNDER ANY LAW, RULE OF COURT OR OTHERWISE, NOW IN EFFECT OR HEREAFTER ENACTED OR ADOPTED;

(g) THE EXERCISE BY SECURED PARTY OF ANY OF THE POWERS TO CONFESS JUDGMENT AGAINST ANY DEBTOR UNDER PARAGRAPHS (e) AND (f) ABOVE SHALL NOT EXHAUST SUCH POWERS AND SECURED PARTY MAY EXERCISE SUCH POWERS AGAIN AND ON AS MANY OCCASIONS AS SECURED PARTY SHALL DETERMINE UNTIL ALL OBLIGATIONS SECURED BY THIS SECURITY AGREEMENT HAVE BEEN SATISFIED AND PERFORMED IN FULL; AND

(h) In addition to the foregoing, *Secured Party* shall have and may exercise any and all other legal and equitable remedies which it may be entitled to take upon the occurrence of default.

8. This instrument is to be construed in accordance with Pennsylvania law applicable to an instrument under seal. This is not a consumer transaction.

*IN WITNESS WHEREOF*, and intending to be legally bound hereby, the parties have executed this Security Agreement.

ECOTECHNOLOGY, IN President

PHILADELPHIA COMMERCIAL DEVELOPMENT CORPORATION (Lender)

Attest: Assistant Secretary (CORPORATE SEAL)

Ву:\_\_\_\_

President

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# INDEMNITY AND SURETYSHIP

KNOW ALL MEN BY THESE PRESENTS, that Ecotechnology, Inc. (hereinafter called "PRINCIPAL") and Richard J. Lewis, III and Sherri Byrd (hereinafter called "SURETIES") jointly and severally, are held firmly bound unto PHILADELPHIA COMMERCIAL DEVELOPMENT CORPORATION (PCDC), organized under the laws of the Commonwealth of Pennsylvania and having its principal office and place of business in Philadelphia, PA (hereinafter called "OBLIGEE") by reason or arising out of any debt, obligation or indebtedness heretofore or hereafter contracted or incurred by PRINCIPAL; including but not limited to a Promissory Judgment Note, and Loan and Security Agreement in the principal amount of One Hundred Thousand (\$100,000.00) Dollars, plus interest thereon, executed on even date herewith. This INDEMNITY AND SURETYSHIP shall be continuing and unconditional.

WHEREAS, the PRINCIPAL and OBLIGEE have entered into the aforesaid CONTRACT, and;

WHEREAS, other contracts, agreements or engagements may have been heretofore or may hereafter be entered into between said Parties.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if PRINCIPAL shall, in all respects, fully, promptly and faithfully perform and discharge each of the warranties, covenants, terms and conditions in said CONTRACT contained or in any other Contract, Agreement or Engagement of any nature whatsoever, now existing or hereafter entered into between the Parties, as well as any and all supplements to or amendments thereof, and all other instruments given or executed in pursuance thereof and if PRINCIPAL shall well and truly pay or cause to be paid to OBLIGEE any and all monies heretofore and hereafter advanced by OBLIGEE to PRINCIPAL or for PRINCIPAL'S account and all other present or future, direct or contingent liabilities or obligations of PRINCIPAL to OBLIGEE, then this Obligation shall be void, otherwise it shall remain full force and effect.

The foregoing Obligation is subject to the following conditions:

1. OBLIGEE shall not be required to institute or prosecute any suit or proceeding of any nature whatsoever against *PRINCIPAL* under the terms of any contract, agreement, engagement, liability, indebtedness or obligation as a condition precedent to recover hereunder.

2. *PRINCIPAL* and *SURETIES* waive, postpone and subordinate any and all claims of every kind and description which they, or any of them, now have or may hereafter acquire, against the other, jointly or severally, to the payment of any and all claims of every kind and description which *OBLIGEE* may have against *PRINCIPAL* or *SURETIES*, whether arising under the aforesaid *CONTRACT* or from any source whatsoever. *SURETIES* agree that so long

## PATENT REEL: 017626 FRAME: 0158

as there shall be any indebtedness due by *PRINCIPAL* to *OBLIGEE*, he/she will make no demand for nor receive or accept payment of any obligations or indebtedness of *PRINCIPAL* due him/her.

3. *PRINCIPAL* and *SURETIES* waive notice of acceptance of this Obligation by *OBLIGEE* and all other notices to which they might otherwise be entitled. The liability of the *PRINCIPAL* and *SURETIES* hereunder shall not be affected, impaired or diminished by any act of omission or commission of *PRINCIPAL* or *OBLIGEE* or any change in amendment of or supplement to any contract, agreement or engagement heretofore or hereafter entered into between *OBLIGEE* and *PRINCIPAL*.

4. *PRINCIPAL* and *SURETIES* agree to be fully bound by any and all amendments of, supplements to, and change in the aforesaid *CONTRACT* or any other contract, agreement or engagement whatsoever between the Parties.

5. *PRINCIPAL* and *SURETIES* hold themselves individually and collectively liable for all the terms and conditions of this Obligation, irrespective of the number of Parties who sign or fail to sign, or of their solvency or insolvency.

THE FOLLOWING PARAGRAPHS CONTAIN A WARRANT OF ATTORNEY TO JONFESS JUDGMENT WHICH AUTHORIZES PCDC AND ANY SUBSEQUENT HOLDER OF THIS INDEMNITY AND SURETYSHIP TO ENTER A JUDGMENT AGAINST YOU FOR MONEY DAMAGES AND TO EXECUTE ON THIS JUDGMENT WITHOUT THE NOTICE AND HEARING TO WHICH YOU WOULD OTHERWISE BE ENTITLED. YOUR EXECUTION OF THIS DOCUMENT ACKNOWLEDGES THAT YOU HAVE KNOWINGLY AND WILLINGLY WAIVED YOUR RIGHT TO NOTICE AND A HEARING BEFORE THE ENTRY OF A JUDGMENT AGAINST YOU.

6. (a) PRINCIPAL AND SURETIES, JOINTLY AND SEVERALLY, HEREBY AUTHORIZED AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD OF THE COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE, TO APPEAR FOR AND, WITH OR WITHOUT AVERMENT OF DEFAULT FILED, CONFESS JUDGMENT AGAINST THEM OR ANY OF THEM, JOINTLY AND SEVERALLY, IN FAVOR OF OBLIGEE OR ANY HOLDER HEREOF, FOR THE TOTAL AMOUNT OF ANY AND ALL SUMS DUE UNDER SAID CONTRACT AND ANY OTHER CONTRACT, AGREEMENT OR ENGAGEMENT NOW EXISTING OR HEREAFTER ENTERED INTO BETWEEN THE PARTIES, ALL AMENDMENTS THEREOF AND SUPPLEMENTS THERETO, ALL INSTRUMENTS GIVEN )R EXECUTED IN PURSUANCE THEREOF, ALL MONIES HERETOFORE AND HEREAFTER ADVANCED BY OBLIGEE TO PRINCIPAL OR FOR THE LATTER'S

ACCOUNT AND ALL OTHER PRESENT, FUTURE, DIRECT OR CONTINGENT LIABILITIES OR OBLIGATIONS OF PRINCIPAL TO OBLIGEE, TOGETHER WITH COSTS AND ATTORNEY'S COMMISSION OF 15% FOR COLLECTION; WITH RELEASE OF ALL ERRORS AND WITHOUT STAY OF EXECUTION; HEREBY WAIVING INQUISITION UPON ANY REAL ESTATE WHICH MAY BE LEVIED UPON AND HEREBY VOLUNTARILY CONDEMNING THE SAME. EXEMPTION OF PERSONAL PROPERTY FROM LEVY AND SALE OR EXECUTION IS HEREBY EXPRESSLY WAIVED AND NO BENEFIT OF EXEMPTION WILL BE CLAIMED UNDER OR BY VIRTUE OF ANY LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

(b) THE AUTHORITY TO ENTER JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE HEREOF, BUT, TO THE EXTENT PERMITTED BY LAW, SHALL CONTINUE FROM TIME TO TIME UNTIL FULL PAYMENT OF ALL INDEBTEDNESS. THE FOREGOING RIGHT AND REMEDY IS IN ADDITION TO AND NOT IN LIEU OF ANY OTHER RIGHT OR REMEDY AVAILABLE TO OBLIGEE UNDER THIS AGREEMENT OR OTHERWISE.

(c) PRINCIPAL AND SURETIES, BEING FULLY AWARE OF THE RIGHT TO NOTICE AND A HEARING CONCERNING THE VALIDITY OF ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST ANY AND ALL PROPERTY OF EACH OF THEM, HEREBY WAIVE THESE RIGHTS AND AGREE AND CONSENT TO JUDGMENT BEING ENTERED BY CONFESSION IN ACCORDANCE WITH THE TERMS HEREOF AND EXECUTION BEING LEVIED ON SUCH JUDGMENT AGAINST ANY AND ALL PROPERTY OF PRINCIPAL AND SURETIES, IN EACH CASE WITHOUT FIRST GIVING NOTICE AND THE OPPORTUNITY TO BE HEARD ON THE VALIDITY OF THE CLAIM OR CLAIMS UPON WHICH SUCH JUDGMENT IS ENTERED.

7. SURETIES hereby forever waive and release any and all claims, whether at law or in equity, including without limitation all claims of subrogation against Principal and OBLIGEE, which SURETIES now have or which SURETIES may hereafter acquire arising from SURETIES' execution of this Indemnity and Suretyship Agreement or from SURETIES' payment or other performance hereunder.

8. This Obligation shall be binding upon the heirs, executors, administrators, successors and assigns of each of the undersigned and the advantages thereof shall extend to and inure to the benefit of *OBLIGEE*, its successors and assigns. The death of or legal incapacity of any one of the undersigned shall not relieve his estate from any liability accruing hereunder and shall not impair or effect the obligation of the remaining *SURETIES*.

9. This Obligation is executed in the office of the *OBLIGEE* in Philadelphia, Pennsylvania and all rights of the Parties hereto shall be governed as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws and decisions of the Commonwealth of Pennsylvania.

#### 10. <u>WAIVERS</u>

(a) The SURETIES hereby waive (I) notice of the incurrence of any obligation under the Loan Agreement, (ii) notice of any actions taken by the OBLIGEE or the PRINCIPAL under the Loan Agreement or any related agreement. The SURETIES further agree that their obligations hereunder shall be absolute, unconditional and irrevocable, irrespective of any circumstance, act, claim or defense which might otherwise constitute a defense available to or a discharge of PRINCIPAL, or SURETIES or any obligor, (iii) acceptance of this Guaranty or its intention to act in reliance hereon, (iv) demand for payment and notice of dishonor or non-payment under the Loan Agreement and this Indemnity and Suretyship, (v) notice of default, acceleration and any enforcement action taken or which may be taken by OBLIGEE, under the Loan Agreement (vi) any defense which exists or which may exist as result of any waiver by OBLIGEE at any time of its rights under the Loan Agreement or any delay or omission of enforcement of any such rights, (vii) any requirement that OBLIGEE protect, -cure, perfect, insure or realize upon any security interest, lien or claim or exhaust any right or take any action against the PRINCIPAL, any collateral or security of PRINCIPAL or any other obligor before proceeding against the SURETIES or (viii) notice of any sale or other disposition of any collateral.

(b) SURETIES hereby consent and agree that OBLIGEE may at any time and from time to time in its discretion, all without notice to or further consent of the SURETIES, (i) modify, supplement, waive or replace the terms of the Loan Agreement, (ii) extend, waive or change any payment due date, (iii) waive, subordinate, settle compromise or release any claim against PRINCIPAL or any obligor, (iii) exchange, release, sell or compromise any collateral securing any of the obligations guaranteed hereunder. SURETIES further agree that their obligations hereunder shall be absolute, unconditional and irrevocable, irrespective of any circumstance, act, claim or defense which might otherwise constitute a defense available to or a discharge of PRINCIPAL, SURETIES or any obligor.

11. As part of the consideration for new value this day received, the *PRINCIPAL* and *SURETIES* consent to the exclusive jurisdiction and venue of the federal and state courts located in Philadelphia county, Pennsylvania, in any action on, relating to or mentioning this ^ greement, the Notes or any of the other Loan Documents. To the extent permitted by law, the *RINCIPAL* and *SURETIES* waive any objection which they may have based on lack of jurisdiction or improper venue or <u>Forum non Conveniens</u> to the conduct of any proceeding

### PATENT REEL: 017626 FRAME: 0161

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tituted hereunder. Nothing in this Section shall affect the lender's right to bring any action or proceeding against the *PRINCIPAL*, *SURETIES* or their property or assets in the courts of any other jurisdiction that has jurisdiction over them or their properties or assets.

12. <u>JURY TRIAL WAIVER</u> - PRINCIPAL, SURETIES and OBLIGEE each hereby waive any and all rights either may have to a jury trial in connection with any litigation commenced by or against any of the parties to this agreement with respect to rights and obligations of the parties hereto under this agreement or under the existing loan documents.

IN WITNESS WHEREOF, the PRINCIPAL and SURETIES have caused this INDEMNITY AND SURETYSHIP to be duly executed and sealed as of this (6 4 day of April 1996)

COTECHNOLOGY ésident (CORPORATE SEAL) 04-16-98 Witness: William J. Lewis, III, Individually Date 1-16-98 Witness: (SURETY) Sherri Byrd, Individually

# PHILADELPHIA COMMERCIAL DEVELOPMENT CORPORATION

| Attest: By:<br>Secretary | President |
|--------------------------|-----------|
|--------------------------|-----------|

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16 day of April , 1998, before me On this, the a Notary Public, the undersigned officer, personally appeared Richard J. Lewis, III known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and executed the same in the capacity therein stated and for the purposes acknowledge that he therein contained. In Witness Whereof, I hereunto set my hand and official seal. stancally of Virginia Natury Public Sea Commission Explore July 31, 1938 SUSAN RUST DROSDZAL On this, the 16 day of April , 1998, before me a Notary Public, the undersigned officer, personally appeared Sherri Byrd known-to-me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledge executed the same in the capacity therein stated and for the purposes therein that s he contained. In Witness Whereof, I hereunto set my hand and official seal.

On this, the day of , 19 , before me a Notary Public, the undersigned officer, personally appeared John Flaherty who acknowledged himself (herself) to be the President of Ecotechnology, Inc. a corporation, and that he as such President , being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as President.

In Witness Whereof, I hereunto set my hand and official seal.

On this, the day of , 19, before me a Notary Public, the undersigned officer, personally appeared *Curtis Jones, Jr* who acknowledged himself (herself) to be the *President* of *Philadelphia Commercial Development Corporation* a corporation, and that he as such *President*, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as *President*.

In Witness Whereof, I hereunto set my hand and official seal.

PATENT REEL: 017626 FRAME: 0163

**RECORDED: 05/15/2006**