

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Norwesco, Inc.	10/03/2006
RECEIVING PARTY DATA	
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 N. LaSalle St.
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6649060
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	332659-00007
NAME OF SUBMITTER:	Carole Dobbins

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Total Attachments: 5
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**PATENT SECURITY AGREEMENT
(UNITED STATES)**

THIS PATENT SECURITY AGREEMENT (United States) (the "Agreement") made as of this 3rd day of October, 2006 by Norwesco, Inc., a Minnesota corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement defined below ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain First Lien Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement (U.S. Borrower for U.S. Obligations) of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

- (i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. General Terms and Conditions. Notwithstanding the order of creation and perfection of the Liens and Security Interests granted by Grantor (i) to the Grantee hereunder to secure the Obligations and (ii) to the Canadian Grantee (as defined below) under that certain Patent Security Agreement (Canada) dated as of the date hereof by and between Grantor and **MERRILL LYNCH CAPITAL CANADA, INC.**, in its capacity as Administrative Agent (the “**Canadian Grantee**”) under the Credit Agreement described thereunder (as the same may be amended, restated, modified or supplemented and in effect from time to time, the “**Canadian Agreement**”), to secure the Obligations (as defined in the Canadian Agreement), such Liens and Security Interests shall be *pari passu*.

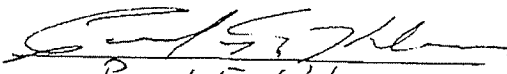
[Signature Page Follows]

Patent Security Agreement- US Agent

PATENT
REEL: 018367 FRAME: 0107

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORWESCO, INC., a Minnesota corporation

By: 
Name: Paul F. R. Lucas
Title: VP & CFC

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORWESCO, INC., a Minnesota corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: 
Name: Jason J. Swanson
Title: Vice President

SCHEDULE 1

PATENTS

United States Patent:

Title: SEPTIC TANK HAVING A SUPPORT SYSTEM AND MOLD FOR
MANUFACTURING SAME

Assigned to: Borrower

Serial Number: 6,649,060

United States Patent Applications:

Title: APPARATUS AND METHOD FOR MANUFACTURING A TANK

Assigned to: Borrower

Serial Number: 09/839,004

Title: THERMOPLASTIC MOLDED TANK

Assigned to: Borrower

Serial Number: 10/600,263