

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
Sweports Ltd.	11/15/2006
RECEIVING PARTY DATA	
Name:	Sandbox Industries, LLC
Street Address:	213 North Morgan
Internal Address:	Suite 4D
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6258455
Patent Number:	6275995
Application Number:	10135289
Patent Number:	D458721
Application Number:	10841332
Application Number:	10841373
CORRESPONDENCE DATA	
Fax Number:	(312)984-7700
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	312.372.2000
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Correspondent Name:	John G. Bisbikis
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Address Line 4:	Chicago, ILLINOIS 60606

CH \$240.00 6258455

ATTORNEY DOCKET NUMBER:

076845-0010

NAME OF SUBMITTER:

John G. Bisbikis

Total Attachments: 15

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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of November 15, 2006 (as amended, supplement or otherwise modified from time to time, the "Security Agreement"), is made by Sweports Ltd., a Delaware corporate (the "Company") in favor of Sandbox Industries, LLC (the "Lender").

RECITALS

The Company's subsidiary, UMF Corporation ("UMF"), has executed and delivered to the Lender that certain Third Amended and Restated Promissory Note, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Note"). The Company has guaranteed UMF's obligations under the Note under a Guarantee of even date herewith (the "Guarantee") and has agreed to secure its obligations under the Guarantee by granting a lien on all of its assets.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with the Lender as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Guarantee and used herein are so used as so defined, and terms which are defined in the Uniform Commercial Code in effect in the State of Illinois on the date hereof are used herein as therein defined; and the following terms shall have the following meanings:

"Code" means the Uniform Commercial Code as from time to time in effect in the State of Illinois.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Liens" means any mortgage, title retention, pledge, lien, right of set-off, charge, security interest, assignment or other encumbrance whatsoever, whether fixed or floating and howsoever created or arising.

"Obligations" means all indebtedness of the Company for principal, interest, fees, expenses and other amounts now existing or hereafter incurred or due and owing in respect of the Guarantee and the Note.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Company hereby grants to the Lender a security interest in all of the following property now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest: (i) Accounts (including health care insurance receivables); (ii) Chattel Paper (including electronic chattel paper and tangible chattel paper); (iii) Commercial Tort Claims; (iv) Deposit Accounts; (v) Documents; (vi) Equipment; (vii) Fixtures; (viii) General Intangibles (including patents, patent applications, trademarks, service marks, trade names and copyrights and any applications therefor or registrations thereof, payment intangibles and software and including,

without limitation, such of the foregoing as are listed on Schedule I hereto); (ix) Goods; (x) Instruments; (xi) Investment Property and Financial Assets; (xii) Letter-of-Credit Rights and Letters of Credit; (xiii) Money; (xiv) Supporting Obligations; (xv) Inventory; (xvi) insurance claims and proceeds; (xvii) books and records, computer programs, databases and other computer materials of the Company pertaining to any and all of the foregoing; and (xviii) to the extent not otherwise included, Proceeds and products of any and all of the foregoing (collectively, the "Collateral").

3. Rights of Lender; Limitations on Lender's Obligations.

(a) Company Remains Liable under Accounts. Anything herein to the contrary notwithstanding, the Company shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. The Lender shall not have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Security Agreement or the receipt by the Lender of any payment relating to such Account pursuant hereto, nor shall the Lender be obligated in any manner to perform any of the obligations of the Company under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Notice to Account Debtors. Upon the request of the Lender, at any time after the occurrence and during the continuance of an Event of Default, the Company shall notify account debtors on the Accounts that the Accounts have been assigned to the Lender and that payments in respect thereof shall be made directly to the Lender. The Lender may in its own name or in the names of others communicate with account debtors on the Accounts to verify with them to its satisfaction the existence, amount and terms of any Accounts.

(c) Collections on Accounts. If required by the Lender at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by the Company, shall be forthwith (and, in any event, within two Business Days) deposited by the Company in the exact form received, duly endorsed by the Company to the Lender if required, in a special collateral account maintained by the Lender, subject to withdrawal by the Lender only, as hereinafter provided, and, until so turned over, shall be held by the Company in trust for the Lender, segregated from other funds of the Company. All Proceeds constituting collections of Accounts while held by the Lender (or by the Company in trust for the Lender) shall continue to be collateral security for all of the Obligations and shall not constitute payment thereof until applied thereto by the Lender, or by the Company with the Lender's consent. If an Event of Default shall have occurred and be continuing, at any time at the Lender's election, the Lender may apply all or any part of the funds on deposit in said special collateral account on account of the Obligations in such order as the Lender may elect, and any part of such funds which the Lender elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Lender to the Company or to whomsoever may be lawfully entitled to receive the same. At the Lender's request, the

Company shall deliver to the Lender all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the accounts, including, without limitation, all original orders, invoices and shipping receipts.

(d) Title to Collateral. The Company represents and warrants to the Lender that it has good title to all of the Collateral, free and clear of all liens, security interests and adverse interests in favor of any person or entity other than the Lender (and other than the liens in favor of First Choice Bank securing the Company's obligations under that certain Business Loan Agreement dated as of June 28, 2006.)

4. Covenants. The Company covenants and agrees with the Lender that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) Further Documentation; Pledge of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Lender, and at the sole expense of the Company, the Company will promptly and duly execute and deliver such further instruments and documents and take such further action as the Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the security interests and liens created hereby. The Company also hereby authorizes the Lender to file any such financing or continuation statement without the signature of the Company to the extent permitted by applicable law and agrees that such financing statement may, if elected by the Lender, describe the Collateral as "all assets of the Company" or words of similar import. A copy or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the Lender, duly endorsed in a manner satisfactory to the Lender, to be held as Collateral pursuant to this Security Agreement.

(b) Indemnification. The Company agrees to pay, and to save the Lender harmless from, any and all liabilities, reasonable costs and expenses (including, without limitation, legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any court, arbitrator or governmental entity, jurisdiction or authority applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Lender under any Account for any sum owing thereunder, or to enforce any provisions of any Account, the Company will save, indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set-off, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Company. The foregoing indemnification shall not apply to any liabilities, costs or expenses resulting directly from the gross negligence or wilful misconduct of the Lender.

5. Lender's Appointment as Attorney-in-Fact.

(a) Powers. The Company hereby irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time in the Lender's sole discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Company hereby gives the Lender the power and right, on behalf of the Company, without notice to or assent by the Company, to do the following:

- (i) in the case of any Account, at any time when the authority of the Company to collect the Accounts has been curtailed or terminated pursuant to the first sentence of Section 3(c) hereof, or in the case of any other Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of the Company or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument or with respect to any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Lender for the purpose of collecting any and all such moneys due under any Account, Instrument or with respect to any other Collateral whenever payable;
- (ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and
- (iii) upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Lender or as the Lender shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the

Company with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Lender may deem appropriate; and (G) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Lender were the absolute owner thereof for all purposes, and to do, at the Lender's option and the Company's expense, at any time, or from time to time, all acts and things which the Lender in its sole discretion deems necessary to protect, preserve or realize upon the Collateral and the Lender's Liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as the Company might do.

At the reasonable request of the Lender, the Company shall deliver to the Lender, one or more further documents ratifying any and all actions that said attorneys shall lawfully take or do or cause to be taken or done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Company also authorizes the Lender, at any time and from time to time, to execute, in connection with the sales provided for in Section 7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on Lender's Part. The powers conferred on the Lender hereunder are solely to protect the Lender's interests in the Collateral and shall not impose any duty upon the Lender to exercise any such powers. The Lender shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither the Lender nor any of its officers, directors, employees or agents shall be responsible to the Company for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

6. Performance by Lender of Company's Obligations. If the Company fails to perform or comply with any of its agreements contained herein and the Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Lender incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the default rate of interest under the Note, or such lower rate as may be the maximum rate permitted by applicable law, shall be payable by the Company to the Lender on demand and shall constitute Obligations secured hereby.

7. Remedies. If an Event of Default (as defined in the Note) shall occur and be continuing, the Lender may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Lender, without demand of performance or other demand, presentment, protest, or notice of any kind (except any notice required by law referred to below) to or upon the Company or any other person or entity (all and each of which are hereby

waived), may, in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Company, which right or equity is hereby waived or released. The Company further agrees, at the Lender's request, to assemble the Collateral and make it available to the Lender at places which the Lender shall reasonably select, whether at the Company's premises or elsewhere. The Lender shall cause the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Lender hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to be applied to the payment in whole or in part of the Obligations, in such order as the Lender may elect, and only after such application and after the payment by the Lender of any other amount required by any provision of law, need the Lender account for the surplus, if any, to the Company. To the extent permitted by applicable law, the Company waives all claims, damages and demands it may acquire against the Lender arising out of the exercise by the Lender of any of its rights hereunder, provided that such release shall not apply to any claim, damage or demand resulting directly from the gross negligence or actual wilful misconduct, of the Lender. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. The Company shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Lender to collect such deficiency.

8. Limitation on Duties Regarding Preservation of Collateral. The Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under the Code or otherwise, shall be to deal with it in the same manner as the Lender deals with similar property for its own account. Neither the Lender nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Company or otherwise.

9. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

10. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. No Waiver; Cumulative Remedies. The Lender shall not by any act (except by a written instrument pursuant to Section 12 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

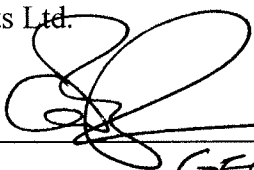
12. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Company and the Lender, provided that any provision of this Security Agreement may be waived by the Lender in a written letter or agreement executed by the Lender or by telex or facsimile transmission from the Lender. This Security Agreement shall be binding upon the successors and assigns of the Company and shall inure to the benefit of the Lender and its successors and assigns.

13. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered in favor of the Lender as of the date first above written.


COMPANY:

Sweports Ltd.

By: 
Name: GEORGE CLARKE
Title: CEO & Founder

LENDER:

Sandbox Industries, LLC

By: 
Name: JOSEPH FELDMAN
Title: MANAGING DIRECTOR

Schedule I

Schedule of Patents and Trademarks and applications therefore
for filing with US Patent and Trademark Office

Family A

Representative Title: Antimicrobial Ultra-Microfiber Cloth

Publication No.	Publication Date	Filing Date
US Patent 6,258,455	2001-07-10	1999-03-29
WO058092A1	2000-10-05	2000-03-29
US20010049017A1	2001-12-06	2001-07-09
PT1185417T	2005-03-31	2000-03-29
MX1009678A 2	2003-06-24	2001-09-26
JP2002540315T2	2002-11-26	2000-03-29
ES2230090T3	2005-05-01	2000-03-29
EP1185417B1	2004-12-08	2000-03-29
DE60016590T2	2005-12-08	2000-03-29
DE60016590C0	2005-01-13	2000-03-29
CA2366399C	2004-02-24	2000-03-29
BR0009416A	2001-12-26	2000-03-29
AU0770478B2	2004-02-19	2000-03-29
AU0040464A5	2000-10-16	2000-03-29
AT0284311E	2004-12-15	2000-03-29

Family B

Representative Title: Hand Covering With Reversible Cleaning Membrane

Publication No.	Publication Date	Filing Date
US Patent 6,275,995	2001-08-21	1999-02-26

Family C**Representative Title: Multipurpose Ergonomic Handle**

Publication No.	Publication Date	Filing Date
WO03092965	2003-11-13	2003-04-29
US20030200631; App No. USSN 10/135,289	2003-10-30	2002-04-29
AU3228743	2003-11-17	2003-04-29

Family D**Representative Title: Multi-purpose Handle**

Publication No.	Publication Date	Filing Date
US Patent D458,721	2002-06-11	2001-05-08

Family E**Representative Title: Utility Textile with Microfiber Core**

Publication No.	Publication Date	Filing Date
US20050250404; App No. USSN 10/841,332	2005-11-10	2004-05-07

Family F**Representative Title: Mop Dispenser**

Publication No.	Publication Date	Filing Date
US20050247723; App No. USSN 10/841,373	2005-11-10	2004-05-07
WO05/110181	2005-11-24	2005-05-07

Patents Pending

1. Additional claims for antimicrobial textiles – 2nd utility patent – filed & pending
2. Easy Grip Ergonomic handle – utility patent – filed & pending
3. Flat Mop with multiple core layers of microfiber – utility patent – filed & pending
4. Flat Mop Dispenser – utility patent – filed & pending
5. Flat Mop Dispenser PCT Filed
6. Frame and clip mechanism – design & utility – Draft
7. Micro-denier fiber – “Diamondfiber” – Draft
8. Cleaning methodology: Method – Draft

TRADEMARKS

Typed Drawing

Word Mark

DIAMONDFIBER

Goods and Services

IC 021. US 002 013 023 029 030 033 040 050. G & S: MATERIAL MADE OF WOVEN AND KNITTED MICROFIBER USED FOR CLEANING AND USED TO REMOVE AND ELIMINATE BACTERIA FOR USE IN DOMESTIC, COMMERCIAL AND INDUSTRIAL MARKETS

Mark

Drawing

(1) TYPED DRAWING

Code

Serial

76136657

Number

Filing Date

September 27, 2000

Current

Filing Basis

1B

Original

Filing Basis

1B

**Published for
Opposition**

August 28, 2001

Typed Drawing

Word Mark

PERFECT CLEAN

Goods and Services

IC 021. US 002 013 023 029 030 033 040 050. G & S: IMPREGNATED CLEANING, DUSTING OR POLISHING CLOTHS USED TO REMOVE AND ELIMINATE BACTERIA FOR USE IN DOMESTIC, COMMERCIAL AND INDUSTRIAL MARKETS. FIRST USE: 19980800. FIRST USE IN COMMERCE: 19991123

Mark Drawing Code

(1) TYPED DRAWING

Serial Number 76091112

Filing Date July 18, 2000

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition September 4, 2001

Registration Number 2512171

Registration Date November 27, 2001

Typed Drawing

Word Mark

LENSTRONIC

Goods and Services IC 009. US 021 023 026 036 038. G & S: REUSABLE ULTRA MICROFIBER CLEANING CLOTHS FOR CLEANING EYEGLASSES, SUNGLASSES, CELL PHONES, CD/DVDS, MONITORS, LCD PANELS, LAPTOPS AND PDAS. FIRST USE: 19990218. FIRST USE IN COMMERCE: 19991023

Mark Drawing Code (1) TYPED DRAWING

Serial Number 76090828

Filing Date July 18, 2000

Current Filing Basis 1A

Original Filing Basis NO FILING BASIS

Published for Opposition April 2, 2002

Registration Number 2584551

Registration Date June 25, 2002

Perfect
CLEAN

Word Mark **PERFECT CLEAN**

Goods and Services IC 021. US 002 013 023 029 030 033 040 050. G & S: Impregnated cleaning, dusting or polishing cloths used to remove and eliminate bacteria for use in domestic, commercial and industrial markets. FIRST USE: 19980800. FIRST USE IN COMMERCE: 19991123

Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Serial Number 76090827

Filing Date July 18, 2000

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition September 11, 2001

Registration Number 2514668

Registration Date December 4, 2001