

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Interest

CONVEYING PARTY DATA

Name	Execution Date
Aircuity, Inc.	12/27/2006

RECEIVING PARTY DATA

Name:	Blue Hill Investement Partners, L.P.
Street Address:	40 West Evergreen Avenue
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19118

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6425297
Patent Number:	6252689
Patent Number:	6125170
Application Number:	09779379
Application Number:	10948767
Application Number:	60660245
Application Number:	11149941
Application Number:	11372573

CORRESPONDENCE DATA

Fax Number: (610)341-1099

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

Phone: 6103411052

Email: pbradley@mkbattorneys.com

Correspondent Name: Paula T. Bradley, Paralegal

Address Line 1: 259 N. Radnor-Chester Road, Suite 160

Address Line 2: McCausland Keen & Buckman

PATENT

REEL: 019341 FRAME: 0404

500284547

OP \$320.00 6425297

Address Line 4: Radnor, PENNSYLVANIA 19087

NAME OF SUBMITTER:

Paula T. Bradley

**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

PATENT SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of December 27, 2006 (this "Agreement"), made by and between AIRCUIITY, INC., a Delaware corporation with its principal place of business at 39 Chapel Street, Newton, Massachusetts 02458 (the "Debtor"), in favor of Blue Hill Investment Partners, L.P., a Pennsylvania limited partnership (the "Secured Party").

### W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement dated as of even date hereof by and between the Debtor and the Secured Party (as amended, supplemented or otherwise modified from time to time), the Debtor has granted a security interest in, among other things, all right, title and interest of the Debtor in, to and under all of the Debtor's Patents, whether presently existing or hereafter arising or acquired as security for the Debtor's Obligations (as defined in the Security Agreement); and

WHEREAS, the Debtor is the owner of the entire right, title and interest in, to and under the Patents listed on Schedule 1 hereto; and

WHEREAS, the Debtor is a party to certain Patent and proprietary technology licenses identified on Schedule 2 hereto (the "Patent Licenses");

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to purchase the Note, the Debtor hereby agrees with the Secured Party as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

(b) Other Definitional Provisions.

(i) "Patents" shall mean all of Debtor's now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

(ii) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(iii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the prompt and complete payment when due and satisfaction of the Obligations, the Debtor hereby grants, assigns and conveys to the Secured Party, as collateral security, its entire right, title and interest in and to the Patents and Patent Licenses, and all proprietary rights in and to all products related thereto, and to all proceeds of any or all of the foregoing, now owned or existing or at any time hereafter acquired by the Debtor or in which the Debtor now has or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right identified on Schedules 1 and 2 attached hereto and made a part hereof, the right to sue for past, present and future infringements and all rights corresponding thereto (referred to collectively as the "Patent Collateral").

3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of recording this collateral assignment of the Patent Collateral with the United States Patent and Trademark Office. The collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Assignments of Patents. In addition to all other rights granted to the Secured Party under the Security Agreement and this Agreement, effective only upon and during the continuance of an Event of Default under the Note, upon written notice by the Secured Party to Debtor, the Debtor hereby sells, assigns, transfers and sets over to the Secured Party, the Debtor's entire right, title and interest in and to all Patent Collateral.

5. Representations and Warranties. The Debtor represents and warrants that:

- (a) the Patents are valid and subsisting and in good standing;
- (b) each of the Patents identified on Schedule 1 hereto, is valid and enforceable and, to the knowledge of the Debtor, no claim has been made that the use of any of such Patents does or may violate the rights of any third person;
- (c) the Debtor has good and marketable title to and is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances (other than the Permitted Liens (as defined in the Security Agreement)), each of the Patents identified on

Schedule 1 hereto and Patent Licenses identified on Schedule 2 hereto;  
and

- (d) the Debtor has the legal right and authority to enter into this Agreement and perform its terms.

6. Release of Collateral and Termination. This Agreement and all obligations of the Debtor and the Secured Party hereunder shall terminate on the date upon which the Obligations have been indefeasibly paid and satisfied in full, without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Secured Party shall, at the sole reasonable expense of the Debtor, take such actions as reasonably may be necessary to release its security interest in the Patent Collateral.

7. Acknowledgement. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to this collateral assignment of the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by reference as if fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

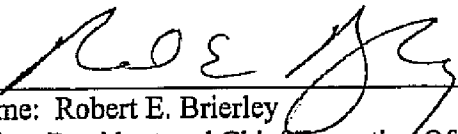
8. Binding Effect; Benefits. This Agreement shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its respective successors and assigns.

9. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

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IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

AIRCUIITY, INC  
as the Debtor

By:   
Name: Robert E. Brierley  
Title: President and Chief Executive Officer

BLUE HILL INVESTMENT PARTNERS, LLC,  
as the Secured Party

By: Blue Hill Management, LLC  
Its General Partner

By: \_\_\_\_\_  
Name: Joyce M. Ferris  
Title: President

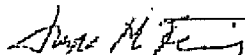
IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

AIRCUTY, INC.  
as the Debtor

By: \_\_\_\_\_  
Name: Robert E. Brierley  
Title: President and Chief Executive Officer

BLUE HILL INVESTMENT PARTNERS, LLC,  
as the Secured Party

By: Blue Hill Management, LLC  
its General Partner

By:  \_\_\_\_\_  
Name: Joyce M. Ferris  
Title: President

**Schedule 1****Patents**

<b>Title</b>	<b>Patent No. or Application No.</b>	<b>Jurisdiction</b>
Networked Air Measurement System : Fume hood containment testing	US Pat # 6,425,297	United States
Networked Photonic Signal Distribution System	US Pat# 6,252,689	United States
	Euro Pat# 106868B	UK, France, & Germany
Networked Air Measurement System: Core topology	US Pat# 6,125,710	United States
	Canadian Pat # 2,286,786	Canada
	Hong Kong Pat# HK1024054	Hong Kong
	Chinese Pat# ZL98806068.X	China
	Euro Pat# 0975948	Switzerland, France, UK, Germany
	Japan Pat# 3676826	Japan
Air Quality Monitoring Systems and Methods: Expert system analysis and control	Application # 09/779,379	United States
	TBD	Europe
Air Quality Monitoring Systems and Methods: Wireless Sensors	TBD	United States
	TBD	PCT
Air Quality Monitoring Systems and Methods: Air Quality Index	TBD	United States
	TBD	PCT
Tubing for Transporting Air Samples in an Air Monitoring System	Application# 10/948,767	United States
	Application# US2005/033727	PCT
Multipoint Air Sampling System Having Common Sensors Providing Information to Control Aspects of a Building's Environment	Application# 60/660,245	United States
	TBD	PCT
Air Monitoring System Having Tubing with an Electrically Conductive Inner Surface for	Application# 11/149,941	United States
	Application#	PCT



Title	Patent No. or Application No.	Jurisdiction
Transporting Air Samples	US2006/021218	
Dynamic Control Of Dilution Ventilation In One-Pass, Critical Environments	Application# 11/372,573	United States
	TBD	PCT
Duct Probe Assembly System for Multipoint Air Sampling	TBD	United States
	TBD	PCT

## Schedule 2

### Patent Licenses

July 27, 2005 non-exclusive, fully paid-up license to U.S. Patent No. 5,553,006 titled "Method and Apparatus for Building Environmental Compliance" issued to Artos Technologies, LLC.