

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
SensorTran, Inc.	09/04/2007

RECEIVING PARTY DATA

Name:	Clean Technology Fund II, LP
Street Address:	90 Park Avenue
Internal Address:	Suite 1700
City:	New York
State/Country:	NEW YORK
Postal Code:	10016

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6524001
Patent Number:	6606148
Patent Number:	7057714

CORRESPONDENCE DATA

Fax Number: (973)624-7070

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

Phone: 973-622-4444

Email: rsmith@mccarter.com, kknoll@mccarter.com

Correspondent Name: Robert W. Smith

Address Line 1: McCarter & English, LLP 100 Mulberry St.

Address Line 2: 4 Gateway Center

Address Line 4: Newark, NEW JERSEY 07101

ATTORNEY DOCKET NUMBER:

99354-00005

NAME OF SUBMITTER:

Robert W. Smith

PATENT

500350547

REEL: 019795 FRAME: 0714

CH \$120.00 6524001

Total Attachments: 18

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SECURITY AGREEMENT

This SECURITY AGREEMENT (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, this "Agreement"), dated as of September 4, 2007 is made by and between SensorTran, Inc. ("Debtor") and Clean Technology Fund II, L.P. ("Administrative Agent"), for the benefit of each of the lenders signatory hereto (each a "Secured Party" and collectively, the "Secured Parties").

RECITALS

A. Pursuant to those Certain Secured Convertible Promissory Notes issued by Debtor to each of the Secured Parties dated on or about even date herewith (the "Notes") the Secured Parties have advanced certain loans to Debtor aggregating \$1,500,000 in original principal amount (the "Loans").

B. It is a condition of each of the Secured Parties that Debtor and Administrative Agent enter into this Agreement as a prerequisite to advancing the Loans.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Security Interest. Debtor hereby pledges, assigns and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in the property described in Paragraph 2 below (collectively and severally, the "Collateral") to secure payment and performance of the Obligations (as defined in Section 3 hereof).

2. Collateral. The Collateral shall consist of all right, title and interest of Debtor in and to the following, but only to the extent that, except in the case of Trademark Collateral, a security interest therein can be perfected by a filing of a financing statement with a secretary of state or county in accordance with the Uniform Commercial Code of the State of Delaware:

(a) All now existing and hereafter arising receivables, accounts, contracts, contract rights, chattel paper, documents, instruments, investment property, and general intangibles of Debtor, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights of Debtor now and hereafter arising in and to all security agreements, guaranties, leases and other writings securing or otherwise relating to any such receivables, accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles, except, in every case, such receivables, accounts, contracts, contract rights, chattel paper, documents, instruments, investment property, and general intangibles with respect to which a breach or default would occur upon the granting of a security interest hereunder and except, in every case, any nontransferable licenses;

(b) All inventory of Debtor, now owned and hereafter acquired, wherever located, including, without limitation, all merchandise, goods and other personal property which are held for sale or lease, all raw materials, work in process, materials used or consumed in Debtor's business and finished goods, all goods in which Debtor has an interest in mass or a joint or other interest or gifts of any kind (including goods in which Debtor has an interest or right as consignee), and all goods which are returned to or repossessed by Debtor, together with all additions and accessions thereto and replacements therefor and products thereof and documents therefor;

(c) All equipment of Debtor, now owned and hereafter acquired, wherever located, and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor, including, without limitation, all machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings and fixtures;

(d) All now existing and hereafter acquired Computer Hardware and Software Collateral, Patents, Trademark Collateral and Trade Secrets Collateral (as those terms are defined in Paragraph 18 below) (collectively, the "Intellectual Property Collateral");

(e) All now existing and hereafter acquired books, records, writings, data bases, information and other property relating to, used or useful in connection with, embodying, incorporating or referring to, any of the foregoing Collateral;

(f) All other property of Debtor now or hereafter in the possession, custody or control of Administrative Agent, and all property of Debtor in which Administrative Agent now has or hereafter acquires a security interest for the benefit of the Secured Parties;

(g) Rights under insurance policies, letter of credit rights, and supporting obligations, including without limitation guaranties;

(h) All now existing and hereafter acquired cash and cash equivalents held by Debtor not otherwise included in the foregoing Collateral; and

(i) All products and proceeds of the foregoing Collateral. Collateral shall not include leasehold interests or any other interests in real property. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds thereof is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

3. Obligations. The Obligations secured by this Agreement shall consist of all Obligations of Debtor under the Notes whether now existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect,

absolute or contingent, liquidated or un-liquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred.

4. Representations and Warranties. Debtor hereby represents and warrants that:

(a) Except for the Liens listed on Schedule 4(a) attached hereto and the Lien in favor of Administrative Agent for the benefit of the Secured Parties granted hereunder, no person has (or, in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other Lien or charge) in, against or to the Collateral.

(b) This Agreement creates in favor of the Secured Parties a valid and enforceable lien on the Collateral, securing the payment and performance of all Obligations.

(c) Debtor has the power and authority and the legal right to make, deliver and perform this Agreement and to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by Debtor, and constitutes a legal, valid and binding obligation enforceable against Debtor in accordance with its terms, except as enforceability may be limited by applicable debtor relief laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

(d) The execution, delivery, and performance by Debtor of this Agreement and the Notes and the Warrants issued by Debtor in connection herewith and Debtor's compliance with the provisions hereof and thereof have been duly authorized by all requisite action on the part of Debtor and do not and will not (i) violate or conflict with, or result in a breach of, or require any consent under (A) any organizational documents of Debtor, (B) any applicable laws, rules, or regulations or any order, writ, injunction, or decree of any governmental authority, or (C) any contractual obligation of Debtor or any of its Subsidiaries or by which any of them or any of their property is bound or subject, (ii) constitute a default under any such agreement or instrument, except where such default would not have a material adverse effect on Debtor, or (iii) result in, or require, the creation or imposition of any Lien on any material portion of the properties of Debtor other than pursuant hereto.

(e) The offices where Debtor keeps its records concerning the Collateral ("Records") are located at the addresses set forth on Schedule 4(e) hereto.

5. Covenants and Agreements of Debtor. Debtor hereby agrees, at no cost or expense to Administrative Agent or any of the Secured Parties:

(a) Subject to Debtor's right to make dispositions and investments in the ordinary course of its business, to do all acts that may be reasonably necessary to maintain, preserve and protect the Collateral and the priority and perfected nature of the security interest of Administrative Agent for the benefit of the Secured Parties therein.

(b) To pay promptly when due all taxes, assessments, charges, encumbrances and obligations secured by Liens now or hereafter imposed upon or affecting any Collateral except to the extent being contested in good faith through appropriate proceedings.

(c) Not to surrender or lose possession of (other than to Administrative Agent), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein except as permitted herein or in the other Loan Documents; provided, however, that, unless an Event of Default shall have occurred and be continuing, Debtor may, in the ordinary course of business, sell or lease any Collateral consisting of inventory.

(f) After the occurrence and during the continuance of an Event of Default (used herein as defined in any of the Notes), upon request from Administrative Agent to account fully for and promptly deliver to Administrative Agent, in the form received, all proceeds of the Collateral received, all endorsed to Administrative Agent or in blank, as requested by Administrative Agent, and until so delivered all such documents, instruments, agreements and proceeds shall be held by Debtor in trust for Administrative Agent for the benefit of the Secured Parties, separate from all other property of Debtor.

(g) To keep records of the Collateral which are accurate and complete in all material respects and to provide Administrative Agent and each of the Secured Parties with such records and such other reports and information relating to the Collateral as Administrative Agent or any Secured Party may reasonably request from time to time.

(i) To keep the records concerning the Collateral at the location(s) referred to in Paragraph 10 below and not to remove such records from such location(s) without the prior written consent of Administrative Agent.

(j) To keep the Collateral in good condition and repair and not to cause or permit any waste or unusual or unreasonable depreciation of the Collateral.

(k) To notify Administrative Agent promptly, in reasonable detail, (i) of any material claim made or asserted against any material portion of the Collateral by any person.

(l) At the expense of Debtor, to promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably necessary and requested by the Administrative Agent in order to perfect the liens granted or purported to be granted hereby or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder and under applicable law and execute and file such financing or continuation statements, or amendments thereto, and such other instruments, endorsements or notices, as may be necessary or, in the reasonable opinion of Administrative Agent, desirable, in order to perfect and preserve the Liens granted or purported to be granted hereby.

(m) To authorize Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Debtor where permitted by law.

(n) To pay all filing, registration and recording fees or re-filing, re-registration and re-recording fees, and all expenses incident to the execution and acknowledgement of this Agreement, any agreement supplemental hereto and any instruments of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, any agreement supplemental hereto and any instruments of further assurance.

6. Authorized Actions by Administrative Agent. Debtor hereby agrees that:

(a) From time to time, without presentment, notice or demand, and without affecting or impairing in any way the rights of Administrative Agent with respect to the Collateral, the obligations of Debtors hereunder or the Obligations, Administrative Agent may, but shall not be obligated to and shall incur no liability to any Debtor, any Secured Party or any third party for failure to take any action which a Debtor is obligated by this Agreement to do and to exercise such rights and powers as a Debtor might exercise with respect to the Collateral.

(b) To the extent permitted by applicable law, Administrative Agent may execute in its own name or in the name of Debtor and file one or more financing statements describing the Collateral in such jurisdictions as deemed appropriate by Administrative Agent from time to time.

(c) Administrative Agent may file photostatic or other copies of financing statements signed or authenticated by Debtor or of this Agreement in such jurisdictions as deemed appropriate by Administrative Agent from time to time.

(d) Debtor hereby irrevocably appoints Administrative Agent as its attorney-in-fact to exercise after the occurrence and during the continuance of an Event of Default such rights and powers, including without limitation, to collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral.

(f) Insure, process and preserve the Collateral.

(h) After and during the continuance of an Event of Default, Administrative Agent may make any compromise or settlement, and take any action is commercially reasonable and advisable, with respect to the Collateral.

(i) After and during the continuance of an Event of Default and subject to the provisions of Paragraph 8 below, notify any obligor on any Collateral to make payment directly to Administrative Agent.

7. Remedies. Upon the occurrence and during the continuance of an Event of Default, Administrative Agent may, in addition to all rights and remedies available to Administrative Agent and the Secured Parties with respect to the Obligations, at law, in equity or otherwise and subject to that certain Subordination Agreement of even date herewith (the "Subordination Agreement") by and among the Secured Parties and Silicon Valley Bank ("Senior Lender"), do any one or more of the following:

(a) Foreclose or otherwise enforce Administrative Agent's security interest in any manner permitted by law or provided for in this Agreement.

(b) Sell, lease or otherwise dispose of any Collateral at one or more public or private sales at Administrative Agent's place of business or any other place or places, including, without limitation, any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Administrative Agent may reasonably determine.

(c) Recover from Debtor all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees (including the allocated cost of internal counsel), incurred or paid by Administrative Agent or any Secured Party in exercising any right, power or remedy provided by this Agreement.

(d) Require Debtor to assemble the Collateral and make it available to Administrative Agent at a place to be designated by Administrative Agent.

(e) Enter onto property where any Collateral is located and take possession thereof with or without judicial process.

(f) Prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Administrative Agent deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, tradename, copyright, patent or technical process used by Debtor.

(g) Subject to the Subordination Agreement, apply cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral for the following purposes and in the following order:

(i) First, to the payment of (A) all costs and expenses relating to the sale of the Collateral and collection of amounts therefrom, including reasonable attorneys' fees of the Secured Parties and disbursements of the Secured Parties for services rendered in good faith in connection therewith or in connection with any proceeding to sell if a sale is not completed and (B) all charges, expenses and advances reasonably incurred or made by the Secured Parties in order to protect the lien of this Agreement or the security afforded hereby;

(ii) Second, to the payment in full of all Obligations; and

(iii) Third, the balance, if any, shall be paid to Debtor or to such other person as shall be lawfully entitled to receive such surplus (as determined by a court of competent jurisdiction, if such procedure is available under applicable law).

Administrative Agent shall give ten (10) business days' prior notice to each of Debtor and Senior Lender of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral is to be made, which notice Debtor hereby agrees shall be deemed reasonable notice thereof. Upon any sale or other disposition pursuant to this Agreement, Administrative Agent shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including Administrative Agent) shall hold the Collateral free from any claim or right of whatever kind, including any equity or right of redemption of Debtor and Debtor specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

8. Collection of Collateral Payments.

(a) Debtor shall, at its sole cost and expense, endeavor to obtain payment, when due and payable, of all sums due or to become due with respect to any Collateral ("Collateral Payments" or a "Collateral Payment"), including, without limitation, the taking of such action with respect thereto as Administrative Agent or any Secured Party may reasonably request, or, in the absence of such request, as Debtor may reasonably deem advisable; provided, however, that Debtor shall not, without the prior written consent of Administrative Agent and the Secured Parties, grant or agree to any rebate, refund, compromise or extension with respect to any Collateral Payment or accept any prepayment on account thereof, except, in all cases referred to in this sentence, in the ordinary course of business. After the occurrence and during the continuance of an Event of Default, upon the request of Administrative Agent at the direction of all the Secured Parties, Debtor will notify and direct any party who is or might become obligated to make any Collateral Payment, to make payment thereof to such accounts as Administrative Agent may direct in writing and to execute all instruments and take all action required by Administrative Agent to ensure the rights of Administrative Agent for the benefit of the Secured Parties in any Collateral subject to the Federal Assignment of Claims Act of 1940, as amended.

(b) Upon the request of Administrative Agent, which request will be made only following the occurrence and during the continuance of a Default or Event of Default and in accordance with the Subordination Agreement, Debtor will, forthwith upon receipt, transmit and deliver to Administrative Agent, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed where required so that such items may be collected by Administrative Agent) which may be received by Debtor at any time as payment on account of any Collateral Payment and if such request shall be made, until delivery to Administrative Agent, such items will be held in trust for

Administrative Agent and the Secured Parties and will not be commingled by Debtor with any of its other funds or property. Thereafter, Administrative Agent is hereby authorized and empowered to endorse the name of any Debtor on any check, draft or other instrument for the payment of money received by Administrative Agent on account of any Collateral Payment if Administrative Agent believes such endorsement is necessary or desirable for purposes of collection. All Collateral Payments received by the Administrative Agent shall be applied, first to any and all expenses incurred by the Administrative Agent in performing its duties hereunder and, second, to the Secured Parties on a pro-rata basis based on the then outstanding principal and interest on the Notes.

(c) Neither the Administrative Agent nor any of its officers, directors, employees or agents or attorneys-in-fact shall be (i) liable for any action lawfully taken or omitted to be taken by it or such person under or in connection with this Agreement (except for its or such person's own gross negligence or willful misconduct), or (ii) responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Debtor or any officer thereof contained in this Agreement. The Administrative Agent shall not be under any obligation to any Secured Party to ascertain or to inquire as to the observance or performance of any of the Agreements of Debtor contained in, or conditions of, this Agreement.

(d) Debtor will indemnify and save harmless Administrative Agent from and against all reasonable liabilities and expenses on account of any adverse claim asserted against Administrative Agent relating to any moneys received by Administrative Agent on account of any Collateral Payment except to the extent such liabilities or expenses were caused by Administrative Agent's gross negligence, willful misconduct [or breach of the Subordination Agreement], and such obligation of Debtor shall continue in effect after and notwithstanding the discharge of Debtor's Obligations and the release of the security interest granted in Paragraph 2 above.

9. Additional Covenants Regarding Intellectual Property Collateral.

(a) Unless it shall either reasonably or in good faith determine that such Collateral is of negligible economic value to Debtor or that there is a valid purpose to do otherwise, Debtor will not:

(1) (i) Fail to continue to use any material portion of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use, (ii) fail to maintain as in the past the overall quality of products and services offered under all of the Trademark Collateral, or (iii) do or permit any act or knowingly omit to do any act whereby any material portion of the Trademark Collateral may lapse or become invalid or unenforceable; or

(2) Knowingly do or permit any act or knowingly omit to do any act whereby any material portion of the Trade Secrets Collateral may lapse or become invalid or

unenforceable or placed in the public domain except upon expiration of the end of an un-renewable term of a registration thereof.

(b) Debtor shall notify Administrative Agent immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Intellectual Property Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Debtor's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same.

(c) In no event shall any Debtor or any of its agents, employees, designees or licensees file an application for the registration of any Intellectual Property Collateral with the United States Patent and Trademark Office, unless it promptly informs Administrative Agent, and upon request of Administrative Agent, executes and delivers any and all agreements, instruments, documents and papers as Administrative Agent may reasonably request to evidence Administrative Agent's security interest in such Intellectual Property Collateral and the goodwill and general intangibles of Debtor relating thereto or represented thereby.

10. Place of Business; Collateral Location; Records Location. Borrower represents that its chief place of business is at its address set forth on the signature page hereof. Debtor represents that the only trade name(s) currently used by it is "SensorTran"; and that, except as otherwise disclosed to Administrative Agent in writing on or prior to the date hereof, the Collateral and Debtor's records concerning the Collateral are located at the locations listed on Schedule 4(d).

11. Waiver of Hearing. Debtor expressly waives any constitutional or other right to a judicial hearing prior to the time Administrative Agent takes possession or disposes of the Collateral upon the occurrence of an Event of Default.

12. Cumulative Rights. The rights, powers and remedies of Administrative Agent and any of the Secured Parties under this Agreement shall be in addition to all rights, powers and remedies given to Administrative Agent and any of the Secured Parties by virtue of any statute or rule of law, the Notes or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Administrative Agent's and any of the Secured Parties' security interest in the Collateral.

13. Waiver. Any forbearance or failure or delay by Administrative Agent in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of Administrative Agent or any of the Secured Parties shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Administrative Agent or such other Secured Party, as applicable.

Debtor waives any right to require any Secured Party to proceed against any person or to exhaust any Collateral or to pursue any remedy in such Secured Party's power.

14. Setoff. Debtor agrees that each Secured Party may exercise its rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured.

15. Continuing Assignment and Security Interest; Transfer of Obligations.

(a) This Agreement shall create a continuing assignment of and security interest in the Collateral and shall remain in full force and effect until payment in full of all Obligations, be binding upon Debtor, its successors and assigns, and inure, together with the rights and remedies of Secured Parties hereunder, to the benefit of Secured Parties and their successors, transferees and assigns.

(b) Administrative Agent may assign or otherwise transfer its rights and obligations under the Notes and this Agreement to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to Administrative Agent herein or otherwise. Debtor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Administrative Agent.

16. Attorney Costs and Expenses. Debtor jointly and severally agrees (a) to pay or reimburse Administrative Agent and each other Secured Party for all reasonable costs and expenses incurred in connection with the enforcement or attempted enforcement, or preservation of any rights under any this Agreement, and any other documents prepared in connection herewith or therewith, or in connection with any refinancing, or restructuring of any such documents in the nature of a "workout" or of any insolvency or bankruptcy proceeding, including reasonable attorney's costs. The foregoing costs and expenses shall include all reasonable search, filing, recording, and appraisal charges and fees and taxes related thereto, and other out-of-pocket expenses incurred by Secured Parties and the cost of independent public accountants and other outside experts retained by Secured Parties. The agreements in this Section shall survive repayment of all Obligations.

17. Appointment of Administrative Agent. Each Secured Party hereby appoints Administrative Agent as its agent under the Notes and this Agreement, and Administrative Agent hereby accepts such appointment. Administrative Agent shall act as secured party, agent, bailee and custodian for the exclusive benefit of the Secured Parties with respect to the Collateral. Administrative Agent agrees that Administrative Agent will act with respect to the Collateral for the exclusive benefit of the Secured Parties and is not, and shall not at any time in the future be, in any manner or to any extent, subject to the direction or control of Debtor except as expressly permitted hereunder, under the Notes or as required by law. Administrative Agent may resign at any time upon notice to the Debtor and the other Secured Parties.

18. Intellectual Property Collateral. For purposes of this Agreement, the following capitalized terms shall have the following meanings:

"Computer Hardware and Software Collateral" means all of Debtor's right, title and interest in all now existing and hereafter created or acquired:

(a) Computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) Except to the extent that the grant of a security interest hereunder would cause a breach or default thereunder, software programs (including both source code, object code and all related applications and data files), whether owned, licensed or leased, designed for use on the computers and electronic data processing hardware described in subparagraph (a) above;

(c) Firmware associated therewith;

(d) Documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in subparagraph (a) through (c) above; and

(e) Rights with respect to all of the foregoing, including, without limitation, any and all of Debtor's copyrights, licenses, options, warranties, service contracts, program services, test rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Patents" means all patents, in each instance as owned and used by the Debtor in connection with its business, including issued patents, pending patent applications and provisional patent applications and any and all continuations thereof.

"Trademark Collateral" means all of Debtor's right, title and interest in now existing and hereafter created or acquired:

(a) Trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, certification makers, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office;

(b) Trademark licenses;

(c) Reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) The goodwill of the business of Debtor connected with the use of, and symbolized by the items described in, clauses (a) and (b), and

(e) Proceeds of, and rights of Debtor associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

"Trade Secrets Collateral" means common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of Debtor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

19. Counterparts: Facsimiles. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by confirmed facsimile transmission or PDF file transmitted electronically shall be effective as delivery of an original.

[THIS SPACE LEFT BLANK INTENTIONALLY.]

EXECUTED as of the day and year first above written.

"Debtor"

SENSORTRAN, INC.
4401 Freidrich Lane, Suite 307
Austin, Texas 78744

By: _____

Name: KENT KALAR
Title: PRESIDENT & CEO

"Secured Parties"

Clean Technology Fund II, L.P.

By: Expansion Capital Partners II, LLC,
General Partner

By: Expansion Capital Partners II – General Partner, LLC,
General Partner

By: _____
Mark Donohue
Managing Member

**WHEB VENTURES PRIVATE EQUITY
LIMITED PARTNERSHIP**

By: WHEB VENTURES LIMITED, MANAGER

By: _____
Printed Name:
Authorized Signatory:

EXECUTED as of the day and year first above written.

"Debtor"

SENSORTAN, INC.
4401 Freidrich Lane, Suite 307
Austin, Texas 78744


By: _____
Name:
Title:

"Secured Parties"

Clean Technology Fund II, L.P.

By: Expansion Capital Partners II, LLC,
General Partner

By: Expansion Capital Partners II – General Partner, LLC,
General Partner


By: _____
Mark Donohue
Managing Member

**WHEB VENTURES PRIVATE EQUITY
LIMITED PARTNERSHIP**

By: WHEB VENTURES LIMITED, MANAGER

By: _____
Printed Name:
Authorized Signatory:

EXECUTED as of the day and year first above written.

"Debtor"

SENSORTRAN, INC.
4401 Freidrich Lane, Suite 307
Austin, Texas 78744

By: _____
Name:
Title:

"Secured Parties"

Clean Technology Fund II, L.P.


By: Expansion Capital Partners II, LLC,
General Partner

By: Expansion Capital Partners II – General Partner, LLC,
General Partner

By: _____
Mark Donohue
Managing Member

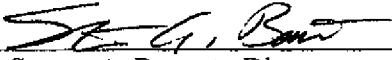
**WHEB VENTURES PRIVATE EQUITY
LIMITED PARTNERSHIP**

By: WHEB VENTURES LIMITED, MANAGER

By:  _____
Printed Name: R.D. WYLIE
Authorized Signatory:

STONEHENGE CAPITAL COMPANY, LLC

By: STONEHENGE CAPITAL FUND TEXAS
MANAGEMENT, LLC
General Partner

By: 
Steven A. Bennett, Director
Stephen *Vice President*

“Administrative Agent”

Clean Technology Fund II, L.P.

By: Expansion Capital Partners II, LP,
its general partner

By: Expansion Capital Partners II – General Partner, LLC,
its general partner

By: _____
Mark Donohue
Managing Member

STONEHENGE CAPITAL COMPANY, LLC
By: **STONEHENGE CAPITAL FUND TEXAS**
MANAGEMENT, LLC
General Partner


By: _____
Steven A. Bennett, Director

“Administrative Agent”

Clean Technology Fund II, L.P.

By: Expansion Capital Partners II, LP,
its general partner

By: Expansion Capital Partners II – General Partner, LLC,
its general partner

By: 

Mark Donohue
Managing Member

Schedule 4

- a) Liens
 - i. Computer Equipment listed in the Master Lease Agreement between SensorTran and VAREsources, Inc. dated October 31, 2006.
 - ii. Office Furniture listed in the Lease Agreement by and between SensorTran and De Lage Landen Financial Services, Inc. dated January 19, 2007.
 - iii. Digital Copier and Finisher listed in the Lease Agreement between SensorTran and Wells Fargo Financial Leasing, Inc. dated November 29, 2006.
 - iv. Telephone system listed in the Lease Agreement between SensorTran and Graybar Financial Services, LLC dated December 5, 2006.
 - v. Agreement of Lease between SensorTran and GK Southpark Commerce, LP. dated September 29, 2006.
 - vi. Loan and Security Agreement between SensorTran and Silicon Valley Bank, dated May 22, 2007.
- e) SensorTran's records concerning the Collateral ("Records") are located at 4401 Freidrich Lane, Suite 307, Austin, Texas 78774.