

12-10-2007



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PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Fertigation Technologies, Inc.

2. Name and address of receiving party(ies)

Name: Fertigator Endeavor Funding, LLC

Internal Address: N/A

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 11.19.2007

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other

Street Address: 500 Lake Cook Road, Suite 350

City: Deerfield

State: Illinois

Country: U.S.A. Zip: 60015

Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

Serial No. 10/642,511

Serial No. 10/648,932

B. Patent No.(s)

Patent No. 6,314,979

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Sue Ann Ryckeghem

Internal Address: N/A

Street Address: Honwood Marcus & Berk, 180 N. LaSalle

Street, Suite 3700

City: Chicago

State: Illinois Zip: 60601

Phone Number: 312-606-3200

Fax Number: 312-606-3232

Email Address: saryckeg@hmbllaw.com

6. Total number of applications and patents involved: 3**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00**☐ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☒ Enclosed☐ None required (government interest not affecting title)**8. Payment Information**

a. Credit Card Last 4 Numbers N/A

Expiration Date N/A

b. Deposit Account Number N/A

Authorized User Name N/A

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9. Signature:

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

12.6.07

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Security Agreement") is made and entered into this 19th day of November, 2007, by and between Fertigation Technologies, Inc., a Delaware corporation ("Pledgor"), and Fertigator Endeavor Funding, LLC, a Delaware limited liability company ("Secured Party").

WITNESSETH:

WHEREAS, Pledgor has executed and delivered to Secured Party that certain Promissory Note of even date herewith, in the original principal amount of \$1,375,000 (the "Note") securing a loan (the "Loan") to Pledgor; and

WHEREAS, Secured Party has required, as a condition to making the Loan that Pledgor execute and deliver this Security Agreement to the Company.

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

1. **Pledge.** As security for the prompt and complete payment and performance of Pledgor's obligations under the Note (the "Obligations"), Pledgor hereby pledges and grants a first priority security interest to Secured Party in all of its right, title and interest, whether now existing or hereafter arising or acquired, in and to any and all items of its personal property, wherever located, including without limitation, the property set forth below (collectively, the "Collateral"):

a. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

b. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

c. all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items (a) through (cc) being herein collectively referred to as the "Trademark Collateral");

d. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

e. each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

f. all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future infringement of any patent,

including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items (d) through (f) being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement and subject to limitations set forth therein. Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Security Agreement as of the date first set forth above.

SECURED PARTY:

Fertigator Endeavor Funding, LLC
By: The Endeavor Companies, LLC

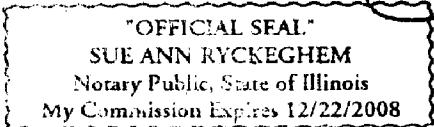
By: _____
Joshua Carl, Manager

PLEDGOR:

Fertigation Technologies, Inc.

By: _____
Craig Lashmet, CEO

STATE OF Illinois,
COUNTY OF De Kalb ss



On this 19th day of November, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Fertigation Technologies, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said entity.

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) ss

On this ____ day of November, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the manager of the limited liability company which is the manager of Fertigator Endeavor Funding, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the manager of said limited liability company.

Notary Public

including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items (d) through (f) being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement and subject to limitations set forth therein. Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Security Agreement as of the date first set forth above.

SECURED PARTY:

Fertigator Endeavor Funding, LLC
By: The Endeavor Companies, LLC

By: [Signature]
Joshua Carl, Manager

STATE OF _____)
) ss
COUNTY OF _____)

PLEDGOR:

Fertigation Technologies, Inc.

By: _____
Craig Lashmet, CEO

On this ____ day of November, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Fertigation Technologies, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said entity.

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

Notary Public

On this 19th day of November, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the manager of the limited liability company which is the manager of Fertigator Endeavor Funding, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the manager of said limited liability company.



[Signature]
Notary Public

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

1. Trademark No. 2,373,967 for the term FERTIGATOR. For more information see attached letter from Paul Denk, Patent Counsel, dated November 22, 2006.
2. Trademark No. 2,477,257 for FERTIGATOR + design. For more information see attached letter from Paul Denk, Patent Counsel, dated November 22, 2006.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

Issued Patent No. 6,314,979 for Liquid Injection Apparatus and Method for Horticultural Watering Systems. For more information see attached letter from Paul Denk, Patent Counsel, dated November 22, 2006.

Patent Applications

Application for Patent having Ser. No. 10/642,511 for System for Controlled Dispersion of Consumable Product. For more information see attached letter from Paul Denk, Patent Counsel, dated November 22, 2006.

Application for Patent having Ser. No. 10/648,932 for Combined Controller Apparatus for a Horticultural Watering System. For more information see attached letter from Paul Denk, Patent Counsel, dated November 22, 2006.