

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
Allied PhotoChemical, Inc.	11/30/2007
RECEIVING PARTY DATA	
Name:	Allied Guarantors, LLC.
Street Address:	627 Fort Street
City:	Port Huron
State/Country:	MICHIGAN
Postal Code:	48060
Name:	Francis Boji
Street Address:	3925 Waterfront Street
City:	Waterford
State/Country:	MICHIGAN
Postal Code:	48328
Name:	Chris Kurzweil
Street Address:	5538 Lakeshore Road
City:	Fort Gratiot
State/Country:	MICHIGAN
Postal Code:	48059
Name:	Charles U. Lawrence
Street Address:	P.O. Box 610158
City:	Port Huron
State/Country:	MICHIGAN
Postal Code:	48060
Name:	Norman D. Beauchamp
Street Address:	627 Fort Street

CH \$1080.00 6290881

City:	Port Huron
State/Country:	MICHIGAN
Postal Code:	48060

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	6290881
Patent Number:	6509389
Patent Number:	6500877
Patent Number:	6713000
Patent Number:	6716893
Patent Number:	6767577
Patent Number:	6784223
Patent Number:	6805917
Patent Number:	6897248
Patent Number:	6905735
Patent Number:	6906114
Patent Number:	6916501
Patent Number:	6967042
Patent Number:	6991833
Patent Number:	7067462
Patent Number:	7119129
Patent Number:	7157507
Patent Number:	7323499
Application Number:	11274070
Application Number:	11069685
Application Number:	11637572
Application Number:	11027329
Application Number:	10816395
Application Number:	12015967
Application Number:	11378678
Application Number:	60909480
Application Number:	60970245

CORRESPONDENCE DATA

Fax Number: (248)358-3351
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 248-358-4400
Email: dgreig@brookskushman.com
Correspondent Name: Brooks Kushman P.C.
Address Line 1: 1000 Town Center, Twenty-Second Floor
Address Line 4: Southfield, MICHIGAN 48075

ATTORNEY DOCKET NUMBER:	KRO0100A
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NAME OF SUBMITTER:	Denise Greig
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Total Attachments: 7
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source=Exhibit_I_II_III_IV#page3.tif
source=Exhibit_I_II_III_IV#page4.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of November 30, 2007, by and between Allied PhotoChemical, Inc. ("Grantor") and ALLIED GUARANTORS, LLC., Francis Boji ("BOJI"), Chris Kurzweil ("KURZWEIL"), Charles U. Lawrence, Trustee ("LAWRENCE") and Norman D. Beauchamp ("BEAUCHAMP"), (Collectively hereinafter referred to as the "Lenders").

BACKGROUND

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Uniform Commercial Code, as enacted in Michigan. (The "Uniform Commercial Code").

NOW, THEREFORE, intending to be legally bound, Grantor and Lenders hereby agree as follows:

Section 1. Security Interest in Patents and Trademarks. To secure the complete and timely payment and satisfaction of all Obligations (as hereinafter defined), Grantor hereby grants, assigns and conveys to Lenders a security interest in all of the following property, whether owned or hereafter acquired (the "Collateral")

- (a) all patent applications and patents of Grantor, including but not limited to, all of those which are listed in Exhibits III and IV hereto (collectively, called the "Patents"), including without limitations all rights owned by Grantor corresponding thereto throughout the world and all reissues, divisions, continuances, renewals, extensions and continuations-in-part and all proceeds thereof;
- (b) all of Grantor's trademarks applications, trademarks (whether common law, registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and trade names, including, but not limited to, all of those which are listed in Exhibits I and II hereto, including without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Grantor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of all the business symbolized by each of the Marks and the registrations (if any) thereof; and

Section 2. Obligations. The security interest created herein is given as security for the prompt payment and discharge of the following obligations (the "Obligations") (a): the 2006 \$1,000,000 Line of Credit from Citizens First Savings Bank to Grantor (the "LOC") and the discharge and release of personal guarantees of Lenders and/or the personal guarantees of the individual Members of Allied Guarantors LLC. of said LOC or portions thereof, which payments and discharges Grantor covenants to have completed on or before August 1, 2008; (b) the 2007 \$1,200,000 Line of Credit from Citizens First Bank to Grantor (the "LOC#2") and the discharge and release of personal guarantees of Lenders and/or personal guarantees by individual Members of Allied Guarantors LLC of said LOC#2, or portions thereof, which payments and discharges Grantor covenants to have completed on or before October 5, 2008; (c) the 2007 loan by Allied Guarantors LLC of up to \$600,000 to Grantor, (the "LOAN") and the timely repayment of all principal and interest on the Promissory Note of Grantor to Allied Guarantors LLC, and (d) all future guarantys of Lines of Credit, loans or other obligations by Lenders for and on behalf of Grantor. This Agreement is also subject to a First Amended Commercial Security Agreement (the FACSA") of even date between Parties hereto, which is hereby incorporated by reference. Any "Default" as enumerated in said FACSA shall automatically and simultaneously constitute a default by Grantors under this Agreement.

Section 3. Representations and Warranties. In addition to those contained in the Commercial Security Agreement, Grantor represents:

- 3.01 Patents and Marks Subsisting Enforceable. The Patent and Marks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part; and to the best of Grantor's knowledge, each of the Patents and Marks is valid and enforceable.
- 3.02 No Infringement Actions. To the best of Grantor's knowledge, there are no actions filed or threatened which legitimately assert that the patents are invalid and to the best of Grantor's information, knowledge, each of the Patents and Marks is valid and enforceable.

Section 4. Additional Collateral. If before the Obligations shall have been satisfied in full, Grantor shall obtain rights to any patentable inventions, become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent (collectively "Additional Collateral"), such Additional Collateral shall immediately and automatically become part of the Collateral and subject to the security interests and liens granted in favor of Lenders hereby, the provisions of section 1 shall automatically apply thereto.

Section 5. Covenants and Agreements of Grantor.

5.01 Maintenance and Inspection of Books and Records. Grantor shall maintain complete and accurate books and records with respect to the Collateral.


5.02 Perfection of Lender's Interests. Grantor agrees to cooperate and join with Lenders in taking such steps as are necessary, in Lenders's judgment, to perfect or continue the perfected status of the security interests granted hereunder, including, without limitation, the execution and delivery of any financing statements, amendments thereto and continuation statements, the delivery of chattel paper, documents or instruments to Lenders, the obtaining of landlords' and mortgagees' waivers required by Lenders, the notation of encumbrances in favor of Lenders on certificates of title, and the execution of filing of any collateral assignments and any other instruments requested by Lenders to perfect its security interest in any and all of Grantor's patents, trademarks, service marks, trade names, and goodwill. As to U. S. Patents and Trademarks, Grantor shall perform such acts at its expense. As to foreign Patents and Trademarks, Grantor shall perform such acts at Lenders's expense.

5.03 Cooperation. Grantor agrees to continue to cooperate with Lenders by taking all steps that are necessary to perfect Lenders's security interests in the Collateral as set forth in Paragraph 5.02 and by notifying Lenders of any Patents and Marks that are not described on Exhibits I-IV so that Lenders may make any necessary filings to perfect or give notice of its security interests herein.

Section 6. This Agreement is subject to the terms of the First Amended Commercial Security Agreement executed by Grantor of even date and incorporates herein by reference thereto the terms, conditions rights and obligations of the parties as described therein.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as follows:

Allied PhotoChemical, Inc.

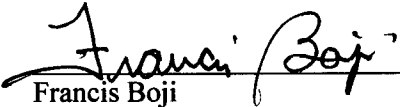
By: 

Michael Kelly
CEO & President


LENDERS
Allied Guarantors, LLC.




Norman D. Beauchamp, Member
and Authorized Agent



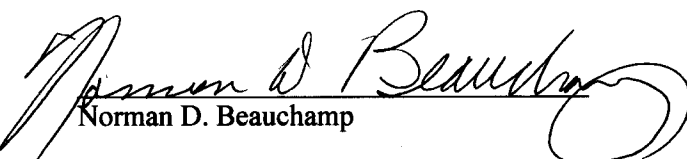
Francis Boji



Chris Kurzweil



Charles U. Lawrence, Trustee



Norman D. Beauchamp

Exhibit I
Issued Trademark Registrations Numbers

2,386,960
2,506,386
2,723,670
3,111,022

Exhibit II

Pending Trademark Registrations

There are no pending Trademark applications

Pending Service Mark Registrations

There are no pending Service Mark applications

Pending Trade Names Registrations

There are no pending Trade Names applications

Exhibit III
Serial Numbers

11274070
11069685
11637572
11027329
10816395
12015967
11378678
60909480
60970245

Exhibit IIV
Issued Patent Number

6290881
6509389
6500877
6713000
6716893
6767577
6784223
6805917
6897248
6905735
6906114
6916501
6967042
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