

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
Enefco International, Inc.	07/22/2008

RECEIVING PARTY DATA

Name:	RBS Citizens, National Association
Street Address:	100 Middle Street
City:	Portland
State/Country:	MAINE
Postal Code:	04101

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	11194852
Application Number:	10857382
Application Number:	10957830
Application Number:	11156514
Application Number:	11151950
Patent Number:	2582622
Patent Number:	2568620

CORRESPONDENCE DATA

Fax Number: (207)772-1941

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

Phone: (207) 772-1941

Email: jemmons@dwmlaw.com

Correspondent Name: Jessica M. Emmons

Address Line 1: 245 Commercial Street

Address Line 4: Portland, MAINE 04101

NAME OF SUBMITTER:

Jessica M. Emmons

PATENT

500640935

REEL: 021489 FRAME: 0614

OP \$280.00 11194852

Total Attachments: 11

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement") is made as of the 22nd day of July, 2008 by and between **ENEFCO INTERNATIONAL, INC.**, a Delaware corporation with a principal place of business at 1130 Minot Avenue, P.O. Box 1120, Auburn, Maine 04211-1120 (the "Debtor"), and **RBS CITIZENS, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, with a place of business at 100 Middle Street, Portland, Maine 04101 (the "Secured Party").

RECITALS

WHEREAS, the Debtor and the Secured Party are parties to a Loan Agreement dated as of July 22, 2008, as the same may be amended from time to time (as amended and in effect from time to time, the "Loan Agreement"), pursuant to which the Secured Party shall loan to Debtor and Enefco USA, Inc. and KICTeam, Inc., formerly known as Clean Team Products, Inc., Debtor's affiliates, monies up to a total principal amount of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) (the "Loans"); and

WHEREAS, the obligation of the Secured Party to make the Loans is subject to the condition, among other things, that the Debtors shall execute and deliver this Security Agreement ("Agreement") and grant the security interests hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Definitions. All capitalized terms not defined herein shall have the meanings assigned to them in the Loan Agreement.
2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations, Debtor hereby grants a security interest in all of Debtor's right, title and interest in, to and under its registered and unregistered patent collateral (all of which shall collectively be called the "Collateral"), including, without limitation, the following:
 - (a) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");
 - (b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the

obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(c) All licenses or other rights to use any of the Patents and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on Exhibit A attached hereto (collectively, the "Licenses");

(d) All amendments, extensions, renewals and extensions of any of the Patents and Licenses; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. Authorizations and Request. Debtor authorizes and requests that the Director of the United States Patent and Trademark Office record this Agreement and any amendments thereto or copies thereof. Debtor authorizes Lender to file such financing statements, continuations, assignments, notices and other documents from time to time as may be necessary or convenient to perfect or continue the perfection of Lender's security interest in the Collateral.

4. Covenants and Warranties. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances (including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons);

(b) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which Debtor is bound;

(c) During the term of this Agreement, Debtor will not transfer or otherwise encumber any interest in the Collateral, except as set forth in this Agreement;

(d) The Patents, and to Debtors' knowledge all pending Patents and Patent applications, are subsisting and have not been adjudged invalid or unenforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Debtor shall promptly advise Secured Party of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Debtor in or to any Patent specified in this Agreement;

(f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Patents, (ii) use its commercially reasonable best efforts to detect infringements of the Patents and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Patents to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Patents;

(h) Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents;

(i) Debtor shall take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(j) Upon proper filing of this Agreement and/or UCC financing statements with the United States Patent and Trademark Office and any other office or agency, this Agreement creates, and in the case of after acquired Collateral this Agreement will create, at the time Debtor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest and collateral assignment in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

(k) Except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby, or for the execution, delivery or performance of this Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Secured Party of its rights and remedies thereunder;

(l) Neither this Agreement nor any schedules or certificates delivered pursuant to this Agreement, nor any other agreement, documents, certificate or written statement furnished to the Secured Party or to the Secured Party's counsel by or on behalf of Debtor in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, taken as a whole in light of the circumstances under which they were made, not misleading;

(m) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interest in any property included within the definition of the Collateral acquired under such contracts;

(n) Debtor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any material Collateral, the ability of Debtor to dispose of any material Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

5. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Agreement to take but which Debtor fails to take, after ten (10) days' written notice to Debtor. Debtor shall reimburse and indemnify Secured Party for all reasonable out of pocket costs and reasonable out of pocket expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. Debtor hereby grants to Secured Party and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect or store products sold under any of the Collateral, and to inspect the products and quality control relating thereto at reasonable times during regular business hours, all in accordance with and subject to the restrictions set forth in Section 7.8 of the Loan Agreement.

7. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Debtor will, upon request by Secured Party, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the

United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Patents and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, Secured Party or otherwise, from time to time in Secured Party's discretion, upon Debtor's failure or inability to do so, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Debtor's approval of or signature to such modification by amending **Exhibit A** hereof, as appropriate, to include reference to any right, title or interest in any Patents acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which Debtor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Collateral, without notice to Debtor, with all appropriate jurisdictions, as Secured Party deems appropriate, in order to further perfect or protect Secured Party's interest in the Collateral.

(c) This Agreement is in addition to and not in substitution for or in lieu of any security agreements or other security documents previously executed and delivered by Debtor, all of which shall survive the execution and delivery hereof and the terms of which are hereby ratified and affirmed in all respects.

8. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Loan Documents or any other document by and between Debtor and Secured Party; or

(b) Debtor shall materially breach or fail to perform or discharge any representation, covenant, agreement or obligation herein or in any of the Loan Documents and shall not cure the same within any applicable cure period, if any.

9. **Remedies.** Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the

Maine Uniform Commercial Code, including without limitation the right to require Debtor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Patents to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Debtor will pay any expenses (including reasonable attorney's fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

10. Indemnity. The Debtor will indemnify the Secured Party, its directors, officers and employees and each other Person, if any, who controls the Secured Party, and will hold the Secured Party and such other Persons harmless from and against any and all claims, damages, losses, liabilities, judgments and reasonable expenses (including without limitation all reasonable fees and expenses of counsel and all reasonable expenses of litigation or preparation therefor) which the Secured Party or such other Persons incur or which are asserted against the Secured Party or such other Persons in connection with or arising out of any investigation, litigation or proceeding involving the Debtor or any guarantor of the Secured Obligations (including compliance with or contesting of any subpoenas or other process issued against the Secured Party, or any director, officer or employee of the Secured Party, or any Person, if any, who controls the Secured Party in any proceeding involving the Debtor or any guarantor of the Secured Obligations), whether or not the Secured Party is a party thereto, other than claims, damages, losses, liabilities or judgments with respect to any matter as to which the Secured Party or such other Person seeking indemnity shall have been finally adjudicated not to have acted in good faith or shall have acted with willful misconduct or gross negligence. Promptly upon receipt by any indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the Debtor hereunder, notify the Debtor in writing of the commencement thereof.

11. Termination. At such time as Debtor shall completely satisfy all of the Obligations, Secured Party shall execute and deliver to Debtor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

12. Course of Dealing. No course of dealing nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Consent to Jurisdiction. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MAINE STATE COURT SITTING IN CUMBERLAND COUNTY, MAINE, AND THE DEBTOR CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT THE DEBTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, THE SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

16. Governing Law and Construction. THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MAINE, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF MAINE. Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto.

17. Waiver of Jury Trial.

(a) THE SECURED PARTY AND THE DEBTOR AGREE THAT NEITHER OF THEM NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY RELATED INSTRUMENTS, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS

NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE SECURED PARTY AND THE DEBTOR, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE SECURED PARTY NOR THE DEBTOR HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

(b) THE DEBTOR HEREBY WAIVES ALL RIGHTS TO A JUDICIAL HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE SECURED PARTY OF ITS RIGHTS TO POSSESSION OF THE COLLATERAL WITHOUT JUDICIAL PROCESS OR OF ITS RIGHTS TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL WITHOUT PRIOR NOTICE OR HEARING, UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT. THE DEBTOR ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY COUNSEL OF ITS CHOICE WITH RESPECT TO THIS PROVISION AND THIS AGREEMENT.

[The remainder of this page is intentionally left blank.
The signature page follows this page.]

IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as a sealed instrument as of the date above written.

WITNESS:

DEBTOR:

ENEFCO INTERNATIONAL, INC.

By: Brad Yount
Its: President

STATE OF MAINE ^{NH}
COUNTY OF Hillsboro, SS.

July 18, 2008

PERSONALLY APPEARED the above named Brad Yount,
President of ENEFCO INTERNATIONAL, INC., and acknowledged the
foregoing instrument to be his/her free act and deed in his/her said capacity as
President of ENEFCO INTERNATIONAL, INC. and the free act and deed of
ENEFCO INTERNATIONAL, INC.

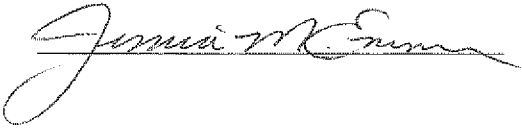
Before me,

Nancy Hughes
Notary Public/Attorney at Law
Nancy Hughes
Print Name

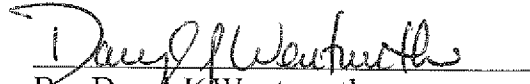
Nancy Jean Hughes
Notary Public
State of New Hampshire
My Commission Expires
August 12, 2009

SECURED PARTY:

RBS CITIZENS, NATIONAL
ASSOCIATION



STATE OF MAINE
COUNTY OF CUMBERLAND, SS.


By: Daryl J. Wentworth
Its: Senior Vice President

July 22, 2008

PERSONALLY APPEARED the above named Daryl J. Wentworth, Senior Vice President of RBS CITIZENS, NATIONAL ASSOCIATION, and acknowledged the foregoing instrument to be his free act and deed in his said capacity as Senior Vice President of RBS CITIZENS, NATIONAL ASSOCIATION and the free act and deed of RBS CITIZENS, NATIONAL ASSOCIATION.

Before me,


Notary Public ~~Attorney at Law~~
Print Name

DONNA L. SWIDEREK
Notary Public, Maine
My Commission Expires December 16, 2012

EXHIBIT A

PATENTS

PATENTS

None

PATENT APPLICATIONS

TITLE	SERIAL NO.	FILING DATE
Cleaning Cards with Angled Cleaning Surface	11/194,852	8/1/2005
Patterned Cleaning Card and Method of	Appl. No. 10/857,382	5/28/2004
Cleaning Cards	10/957,830	10/4/2004
Stiffened Cleaning Cards	11/156,514	6/20/2005
Cleaning Cards for Internal Surfaces of Machine	11/151,950	6/14/2005
Cleaning Cards (Canadian Patent Application)	2,582,622	10/4/2005
Patterned Cleaning Card and Manufacturing Same	2,568,620	5/19/2005
Patterned Cleaning Card and Method of	No. 05751925.8	10/4/2005

LICENSES

None