

11-21-2008



EET

To the Director of the U.S. Patent and Trademark Office, 103536267 and documents or the new address(es) below.

**1. Name of conveying party(ies)**

Indian Valley Industries of NY, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: New York Business Development Corporation

Internal Address: \_\_\_\_\_

Street Address: 50 Beaver Street

City: Albany

State: New York

Country: USA Zip: 12203

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) \_\_\_\_\_

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Please see attached list along with assignment agreement

Please see attached list along with assignment agreement

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Robert Beshaw

Internal Address: New York Business Development Corporation

Street Address: 50 Beaver Street

City: Albany

State: New York Zip: 12207

Phone Number: 518-694-8583

Fax Number: 518-694-8584

Email Address: rbeshaw@nybdc.com & jczernicki@nybdc.com

**6. Total number of applications and patents involved:** 2

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 80.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 8888861 18341546

Authorized User Name \_\_\_\_\_ 88.00 UP

**9. Signature:**

Signature

Date

Robert J. Beshaw

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

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

**PATENT AND TRADEMARK SECURITY AGREEMENT**

**THIS PATENT AND TRADEMARK SECURITY AGREEMENT** ("Agreement") is between **INDIAN VALLEY INDUSTRIES OF NY, INC.**, a New York corporation ("Debtor"), having a principal place of business at 100 Corliss Avenue (P.O. Box 810), Johnson City, New York 13790, and **NEW YORK BUSINESS DEVELOPMENT CORPORATION**, a corporation organized and existing under Article V-A of the New York Banking Law, having its principal place of business located at 50 Beaver Street (P.O. Box 738), City and County of Albany, State of New York 12207 (in such capacity, together with its successors and assigns in such capacity, "Secured Party").

**W I T N E S S E T H**

**WHEREAS**, Debtor and Secured Party have entered into that certain Loan and Security Agreement dated August 19, 2008 (the "Security Agreement"; all capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Security Agreement); and

**WHEREAS**, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in, among other things, all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Patents, Patents Pending, Patent Licenses, Trademarks, Trademarks Pending and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Loan, the Note plus all interest, costs and disbursements arising therefrom, including, without limitation, reasonable attorneys fees (all hereinafter called "Obligations").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (as of the following items or types of property being collectability referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter created or acquired, and such grant insofar as it applies to Collateral (as defined in the Security Agreement) covered by the Security Agreement, is in confirmation of the existing and continuing lien and security interest granted under the Security Agreement:

- (1) each Patent and each application for a Patent ("Patent Application"), including, without limitation, each Patent and Patent Application referred to in Schedule A annexed hereto and made a part hereof, together with any reissues, continuations, division, modification, substitutions or extension thereof;
- (2) each Patent License, including, without limitation, each Patent License referred to in Schedule A annexed hereto and made a part hereof; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringements or breach of any Patent or Patent License, including, without limitation, any Patent or Patent Application referred to in Schedule A annexed hereto and made a part hereof, and any Patent issued pursuant to a Patent Application referred to in Schedule A annexed hereto and made a part hereof.
- (4) each Trademark, Trademark registration ("Trademark Registration") and Trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule A annexed hereto, together with the goodwill of the business symbolized thereby; and
- (5) each Trademark License, including, without limitation, each Trademark License listed in Schedule A annexed hereto; and

- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule A annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule A annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interest granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Patent and Trademark 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 addition to the Remedies set forth in the Security Agreement, which the parties agree are not limited by this Agreement, 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 New York Uniform Commercial Code, including without limitation the right to require Debtor to assemble the Patent and Trademark 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 Patent and Trademark Collateral 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 Patent and Trademark Collateral. All of Secured Party's rights and remedies with respect to the Patent and Trademark Collateral shall be cumulative.

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.

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

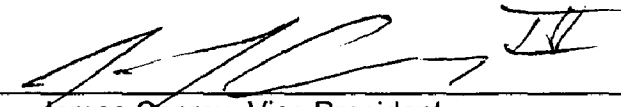
The Loan is made under a SBA nationwide program that uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations (i) when the SBA is holder of the Note, this document and all other documents evidencing or securing this Loan will be construed in accordance with federal law; and (ii) the Secured Party or the SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using state or local procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or guarantor may claim or assert against SBA any local or state law to deny any obligation of the Borrower, or defeat any claim of SBA with respect to the Loan. Any clause in this document requiring arbitration is not enforceable when the SBA is the holder of the Note.

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 the same instrument.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

**SECURED PARTY: NEW YORK BUSINESS DEVELOPMENT CORPORATION**

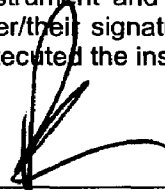
By:   
James Conroy, Vice President

**DEBTOR: INDIAN VALLEY INDUSTRIES OF NY, INC.**

By:   
Kent Pennell, President

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF ALBANY )

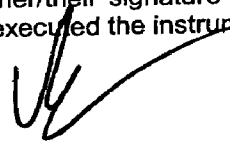
On the 19th day of August, in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared **JAMES CONROY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

JANNA G. CZERNICKI  
Notary Public, State of New York  
No. 01CZ6076457  
Qualified in Schenectady County  
Commission Expires June 24, 2010

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF BROOME )

On the 19th day of August, in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared **KENT PENNELL** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

PATRICK J. MACKRELL  
Notary Public, State of New York  
No. 4867610  
Qualified in Albany County  
Commission Expires July 21, 2010

ATTACHMENT A

<u>Jurisdiction</u>	<u>Title</u>	<u>Appl. Number</u>	<u>Filing Date</u>	<u>Issue No.</u>	<u>Issue Date</u>
United States	Golf Bunker Rake	10/341,586	1/14/2003	6,848,247	2/1/2005
United States	Golf Course Bunker Boundary Protection System	11/889,348			

## ASSIGNMENT OF PATENTS

This Assignment of Patents ("*Assignment*") is made and entered into on this 19th day of August 2008, by and between INDIAN VALLEY INDUSTRIES, INC., a New York corporation, with a principal place of business at 60-100 Corliss Avenue, Johnson City, New York 13790 ("*ASSIGNOR*"); and INDIAN VALLEY INDUSTRIES OF NY, INC., a New York corporation, with a principal place of business at 60-100 Corliss Avenue, Johnson City, New York 13790 ("*ASSIGNEE*").

**WHEREAS**, ASSIGNOR has agreed to assign and transfer to ASSIGNEE all right, title and interest in and to the Assigned Patents (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, intending to be legally bound, and upon the terms set forth herein, agrees as follows:

ASSIGNOR does hereby irrevocably assign, sell, transfer and set over to ASSIGNEE its entire right, title and interest in, to and under the patents and patent applications set forth on **Attachment A** attached hereto and the inventions described therein, including all rights pursuant to 35 U.S.C. § 154, all patents and patent applications to which the same directly or indirectly claim priority, all foreign letters patents and applications for letters patent corresponding thereto, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention, all rights to register said invention in appropriate registries, and all rights to any divisions, reissues, reexaminations, extensions, continuations, continuations-in-part, and requests for continuing examination thereof (the "*Assigned Patents*"), and all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, the Assigned Patents, including rights to damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions, to have and to hold the same, unto ASSIGNEE for its own use and enjoyment and for the use and enjoyment of its successors and assigns, for the full term or terms of all such rights, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made. The assignment of the Assigned Patents includes all documents related to the conception, diligence and reduction to practice of the inventions disclosed in the Assigned Patents and all domestic and international patent filing documents.

ASSIGNOR hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon or result from any of the Assigned Patents in the name of ASSIGNEE, as the assignee to the entire interest therein.

ASSIGNOR represents, warrants, and covenants as follows: (a) that it has the full right and authority to convey the interests herein assigned; (b) that ASSIGNOR has obtained and properly recorded previously executed assignments for the Assigned Patents as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction; (c) that the Assigned Patents are free and clear of all liens, claims,

PATENT

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mortgages, security interests or other encumbrances; (d) that there are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Assigned Patents; and (e) that there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Assigned Patents.

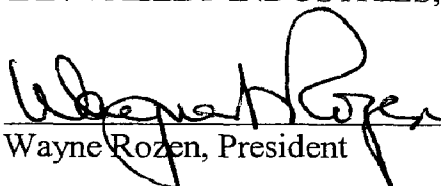
ASSIGNOR further covenants and agrees that, upon the request of ASSIGNEE, ASSIGNOR will execute and deliver any and all papers, execute all documents and instruments and do all lawful acts as may be necessary to perfect ASSIGNEE's right and title in and to the Assigned Patents. Also, ASSIGNOR covenants and agrees that, upon the request of ASSIGNEE, ASSIGNOR will communicate to ASSIGNEE, its successors and assigns, or other legal representatives, any facts relating to the inventions disclosed in the Assigned Patents or the history thereof, and will testify as to the same in any litigation involving the Assigned Patents when requested by ASSIGNEE.

The terms and conditions of this Assignment will inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives and will be binding upon ASSIGNOR, its successors, assigns and other legal representatives.

**IN WITNESS WHEREOF**, ASSIGNOR has caused this Assignment of Patents to be executed by its duly authorized representative on the date set forth below.

Dated: August 19, 2008

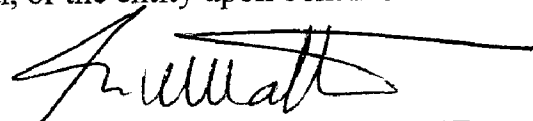
INDIAN VALLEY INDUSTRIES, INC.

By:   
Wayne Rozen, President

State of NEW YORK )

County of BROOME ) ss.:

On the 19th day of August in the year 2008 before me, the undersigned, a Notary Public in and for said State of New York, personally appeared Wayne Rozen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing Assignment and acknowledged to me that he executed the same of his own free will and for the purpose therein expressed in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

RICHARD N. MATTIES  
Notary Public, State of New York  
No. 02MA2587950  
Qualified in Broome County  
My commission expires June 30, 20 11

**ATTACHMENT A**

<u>Jurisdiction</u>	<u>Title</u>	<u>Appl. Number</u>	<u>Filing Date</u>	<u>Issue No.</u>	<u>Issue Date</u>
United States	Golf Bunker Rake	10/341,586	1/14/2003	6,848,247	2/1/2005
United States	Golf Course Bunker Boundary Protection System	11/889,348			



**SCHEDULE 5.14**  
**Intellectual Property**

<b><u>Trademarks</u></b>	<b><u>Reg No.</u></b>
Environet	1,515,402
Enviroscreen	1,510,164
Enviro tarp	1,510,165
Envirobag	1,518,803
Sandtrapper	2,624,423
The Trapper	2,858,640
Bone Dri & Teardrop Design	2,851,746
Bone Dri	2,848,984
Mighty Edge	3,104,406
Super Mighty Edge	Pending
Sifon Drain Belt	Pending

<b><u>Patents</u></b>	<b><u>Patent No.</u></b>
Golf Bunker Rake	6,848,247
Golf Course Bunker Boundary Protection System	Pending