

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AMSOUTH BANK	02/26/2002
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ECOSMART TECHNOLOGIES, INC.
<b>Street Address:</b>	3600 MANSELL ROAD
<b>Internal Address:</b>	SUITE 150
<b>City:</b>	ALPHARETTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30022
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6004569
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(877)840-9771
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	7038164057
<b>Email:</b>	wfg@nixonvan.com
<b>Correspondent Name:</b>	WILLEM F. GADIANO
<b>Address Line 1:</b>	NIXON & VANDERHYE P.C.
<b>Address Line 2:</b>	901 N. GLEBE RD, 11TH FLOOR
<b>Address Line 4:</b>	ARLINGTON, VIRGINIA 22203
<b>ATTORNEY DOCKET NUMBER:</b>	WFG-4380-1
<b>NAME OF SUBMITTER:</b>	Willem F. Gadiano
<b>Total Attachments: 2</b> source=4380AmSouthRelease#page1.tif source=4380AmSouthRelease#page2.tif	

**CH \$40.00 6004569**

AmSouth Bank  
AmSouth Center  
315 Deaderick Street  
Nashville, Tennessee 37237-0202  
(615) 748-2000

**AMSOUTH**

February 26, 2002

EcoSmart Technologies, Inc.  
Biogenic Safety Brands, Inc.  
318 Seaboard Lane, Suite 202  
Franklin, TN 37067

Gentlemen:

You have requested that AmSouth Bank ("Lender") accept from you payment in full of all indebtedness and liabilities of EcoSmart Technologies, Inc. and Biogenic Safety Brands, Inc. (collectively, "Borrower") owing to Lender as of February 27, 2002.

The total indebtedness of Borrower to Lender as of February 27, 2002 (the "Payoff Amount") is \$ [REDACTED] (comprised of principal of \$ [REDACTED], interest of \$ [REDACTED] and late charges of \$ [REDACTED]). The Payoff Amount is subject to adjustment because of checks or drafts deposited to the credit of this account returned unpaid. In the event by reason of such adjustments made not later than thirty (30) days from the date of this letter, an additional amount is found to be owed to Lender by Borrower, Borrower agrees by its endorsement hereof to reimburse Lender for additional indebtedness promptly upon demand. Lender's demand for such payment shall be conclusive upon Borrower. Borrower's obligations under this paragraph shall be secured by Lender's existing liens on the assets of Borrower.

Upon receipt by Lender of (i) the Payoff Amount by wire transfer not later than 3:00 p.m. (Central Time) on February 27, 2002, pursuant to the following wiring instructions, together with a fully-executed counterpart of this payoff letter, and (ii) any amounts owed by Borrower to Lender pursuant to the provisions of the preceding paragraph, Lender will release any and all liens it may have on the assets of Borrower on the date that is ten (10) business days after Lender's receipt of the Payoff Amount. The Payoff Amount should be sent pursuant to the following wiring instructions:

AmSouth Bank  
ABA No. 062000019  
Credit Account No. [REDACTED]  
Re: EcoSmart Technologies, Inc.  
Contact Paulette Minor at  
205-560-5226

**PATENT**  
**REEL: 022309 FRAME: 0272**

EcoSmart Technologies, Inc.  
February 26, 2002  
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In addition, Borrower agrees that Lender may debit its account in the amount of \$████ as reimbursement for Lender's attorney fees and expenses.

It is understood and agreed that Lender's cancellation and termination of financing arrangements with and security interests in collateral of the Borrower is being done in consideration of and in reliance upon your agreement to indemnify Lender as provided herein.

Very truly yours,

AMSOUTH BANK

By: *[Signature]*  
Title: Vice President

APPROVED AND AGREED TO:

ECOSMART TECHNOLOGIES, INC.

By: *[Signature]*  
Title: President

BIOGANIC SAFETY BRANDS, INC.

By: *[Signature]*  
Title: President

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