

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
Karen Slimak	05/19/2009
RECEIVING PARTY DATA	
Name:	Troy V Caver
Street Address:	13524 Osprey's View
City:	Woodbridge
State/Country:	VIRGINIA
Postal Code:	22191
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7297411
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ATTORNEY DOCKET NUMBER:	38407-00003
NAME OF SUBMITTER:	Kevin T. Oliveira, Esq.
Total Attachments: 23 source=EXHIBIT 1 TO GUARANTIES#page1.tif source=EXHIBIT H - FIRST SECURITY AGREEMENT#page1.tif source=EXHIBIT H - FIRST SECURITY AGREEMENT#page2.tif source=EXHIBIT H - FIRST SECURITY AGREEMENT#page3.tif	

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EXHIBIT 1 TO GUARANTIES

GRANT OF SECURITY INTEREST IN PATENTS AND PATENTABLE ASSETS AND RIGHTS

Pursuant to the terms of the First Promissory Note and attached Guaranty and Security Agreement of even date and of the Second Promissory Note and attached Guaranty and Security Agreement of even date, Karen Slimak (the "*Guarantor*") hereby grants to Troy Caver in his individual capacity and as Authorized Representative and Managing Member of MJ&T, LLC and Building Services and Supplies (the "Secured Party") a continuing security interest in all of her rights, title, and interest, in and to the patents and patent applications listed herein, and any such rights conferred upon the Secured Party shall terminate and revert back to Guarantor upon full payment by Timber Treatment Technologies, LLC or Karen Slimak under the terms and conditions of the First Promissory Note.

U.S. Patent No. 6827984 (Application Serial No. 09927062)

Process of Using Sodium Silicate to Create Fire Retardant Products

U.S. Patent No. 6040057 (Application Serial No. 08843160)

Enhancing the Strength, Moisture Resistance and Fire-Resistance of Wood, Timber, Lumber, Similar Plant-Derived Construction and Building Materials, and other Cellulosic Materials

U.S. Patent No. 6146766 (Application Serial No. 09044909)

Enhancing the Strength, Moisture Resistance and Fire-Resistance of Wood, Timber, Lumber, Similar Plant-Derived Construction and Building Materials, and other Cellulosic Materials

U.S. Patent No. 6303234 (Application Serial No. 08818195)

Process of Using Sodium Silicate to Create Fire Retardant Products

Pursuant to the terms of the First Promissory Note and attached Guaranty and Security Agreement of even date and of the Second Promissory Note and attached Guaranty and Security Agreement of even date, the security interest includes all proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the above described patents.

Additionally, if the Guarantor obtains ownership of any new patentable inventions derived from the above referenced patents or becomes entitled to the benefit of any patent application or patent for any reissue, division, or continuation of any of the above referenced patents, the Secured Party shall automatically be deemed to have a security interest in such derivatives. Furthermore, the Guarantor shall give notice in writing to the Secured Party with respect to such derivatives at least semi-annually (on each September 1 and March 1). Failure to provide such notice shall not be an event of default, and shall not provide the Secured Party with any additional rights or actions against the Guarantor.

EXHIBIT H

FIRST SECURITY AGREEMENT

This Security Agreement is made and entered into on the 19th day of May, 2009, by and among Karen Slimak ("Slimak"), an individual with an address of 9207 Shotgun Court, Springfield, Virginia 22153, and Troy V. Caver (the "Secured Party"), individually and as the Authorized Representative and Managing Member of MJ&T, LLC, with an address of 13524 Ospreys View Place, Woodbridge, Virginia 22191:

WITNESSETH:

WHEREAS, Timber Treatment Technologies, LLC has executed a certain Promissory Note, dated May 19, 2009, in the initial principal amount of \$1,228,138 (the "First Promissory Note"), in favor of the Secured Party; and

WHEREAS, in connection with the First Promissory Note, Slimak has executed a Guaranty (the "Guaranty") dated May 19, 2009, and

WHEREAS, in connection with the First Promissory Note and the Guaranty, Slimak has pledged a security interest in the assets described below;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Slimak pledges and grants for the benefit of the Secured Party, and his designees, a continuing security interest in the below described patents and patentable assets:

1.0 Security Interest

As security for the First Promissory Note and Guaranty, Slimak hereby grants to Secured Party a security interest in all of her right, title and interest in the patents described below, including all derivatives and proceeds therefrom (collectively, the "Collateral"). This security interest shall continue until the First Promissory Note has been paid in full at which time, the security Interest shall terminate.

U.S. Patent No. 6827984 (Application Serial No. 09927062)
Process of Using Sodium Silicate to Create Fire Retardant Products

U.S. Patent No. 6040057 (Application Serial No. 08843160)
Enhancing the Strength, Moisture Resistance and Fire-Resistance of
Wood, Timber, Lumber, Similar Plant-Derived Construction and Building
Materials, and other Cellulosic Materials

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Wood, Timber, Lumber, Similar Plant-Derived Construction and Building

Materials, and other Cellulosic Materials

U.S. Patent No. 6303234 (Application Serial No. 08818195)

Process of Using Sodium Silicate to Create Fire Retardant Products.

Upon an Event of Default, the Collateral includes the Secured Party's right to collect all proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the above described patents. Additionally, the Collateral includes Slimak's ownership of any new patentable inventions derived from the above referenced patents or any entitlement to the benefit of any patent application or patent for any reissue, division, or continuation of any of the above referenced patents.

2.0 Covenants

2.1 Slimak shall take all reasonable efforts to maintain the Collateral in good condition and will not waste or destroy the Collateral or any part thereof.

2.2 Slimak shall promptly notify the Secured Party of any claims threatened or made against her or the Collateral, or any claim which may impair the Collateral.

2.3 Slimak authorizes the Secured Party to file any Uniform Commercial Code financing statements and amendments to Uniform Commercial Code financing statements, or any other documents perfecting this security interest, without obtaining Slimak's signature on and/or endorsement of such documents and amendments, provided that such documents and amendments accurately reflect the terms of this Security Agreement and contain no terms or amounts not agreed to herein.

2.4 Within seven (7) days of full payment of the First Promissory Note, the Secured Party shall file a release of any Uniform Commercial Code financing Statements previously filed pursuant to this Section 2 of this Security Agreement.

2.5 Slimak shall not sell or offer to sell or otherwise transfer, pledge, assign, encumber or grant a security interest in all or any part of the Collateral or any interest related to the Collateral without the prior express written consent of the Secured Party; such consent shall not be unreasonably withheld. Furthermore, subject to the security interest related to the Collateral as described, nothing in this Security Agreement shall prevent Slimak from entering into and further licensing agreements with any parties.

2.6 Slimak warrants the execution and performance of this Security Agreement and the transactions contemplated hereby are not in conflict with any provision of any law, regulation, agreement or other instruments to which she is a party and that this Security Agreement constitutes a valid and binding agreement and is enforceable against her in accordance with its terms.

3.0 Events of Default and Remedies

Events of Default shall be as follows:

3.1 Any Event of Default under the Guaranty.

3.2 The failure to keep the Collateral free and clear from any primary security interests, liens or encumbrances.

3.3 Upon any Default as hereinabove defined, the entire unpaid balance of the Note shall become immediately due and payable at the option of the Secured Party without notice to Slimak, and the Secured Party shall have all the remedies to which it is entitled under the Uniform Commercial Code, this Security Agreement, applicable law, and/or the Note and Guaranty.

3.4 Upon any Default as hereinabove defined, Slimak shall, upon reasonable demand by the Secured Party, shall promptly assemble the Collateral and make it available to the Secured Party at a place reasonably convenient to both parties. Slimak will be entitled to any surplus (if any) and shall be liable to the Secured Party for any deficiency, arising from the disposition of any of the Collateral.

3.5 Further, the Secured Party may in its discretion after any Default (i) terminate, on notice to Slimak, her authority to further lease or otherwise transfer any interest in the Collateral, (ii) require Slimak to give possession or control of the Collateral to the Secured Party, (iii) take control of proceeds of the Collateral to reduce any amount owed under the Note, (iv) take any action that is required to be taken or otherwise necessary to obtain, perfect, preserve and enforce any security interest granted hereby and maintain and preserve the Collateral, without notice to Slimak and add the cost of the same to the Note (but the Secured Party is under no duty to take any such action); (v) release the Collateral in its possession to Slimak, temporarily or otherwise, and (vi) take control of funds generated by the Collateral, and use the same to reduce any amount owed under the Note.

3.6 Slimak hereby irrevocably appoints the Secured Party as her agent and attorney-in-fact for the purpose of executing and delivering any documents to effect the Secured Party's remedies upon a Default of Slimak. This power of attorney is irrevocable and coupled with an interest, and shall not expire as long as this Security Agreement remains in effect.

3.7 If the Secured Party disposes of the Collateral following Default, the proceeds thereof shall be applied first to any expenses of such disposition, and thereafter to all remaining amounts owed under the Note and any other indebtedness secured hereby in the order in which such remaining indebtedness was executed or contracted.

4.0 Miscellaneous

4.1 Slimak agrees to execute any document which effectuates the intent and purposes of this Security Agreement in the reasonable discretion of the Secured Party, including but not limited to, financing statements, amended financing statements, notice of assignments, etc. This paragraph does not alter paragraph 2.3 above, which provides that the Secured Party may file Uniform Commercial Code financing statements and amendments to Uniform Commercial Code financing statements, and any other documents to perfect this security interest, without obtaining Slimak's signature or endorsement.

4.2 Slimak agrees to notify the Secured Party of any change of address. Failure to provide such change of address shall not be an event of default under this Security Agreement.

4.3 Slimak agrees that should her failure in any respect to abide by the terms and conditions set forth in this Security Agreement, cause any individual or entity to assert a security interest that has priority over the Secured Party's security interest in the Collateral, or causes any individual or entity to assert the invalidity of the Secured Party's security interest in the Collateral, Slimak shall be responsible and liable for, regardless of the Secured Party exercising any and all other options, rights, or remedies he has or might have herein, all costs of the Secured Party, including attorney's fees, in defending or asserting the priority or validity of the Secured Party's security interests or financing statements as well as any and all loss, damage, or harm caused the Secured Party due to such failure.

4.4 Any and all notices, designations, consents, offers, requests, demands, acceptances and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight or certified mail, postage prepaid, if to Slimak at 5415 Backlick Road, Suite C, Springfield, Virginia, 22151, and if to the Secured Party at 13524 Ospreys View Place, Woodbridge, Virginia 22191. Any party hereto may change the address aforesaid for delivery or mailing by giving notice in writing to that effect, as herein provided, to the other party. Any notice shall be considered given as of the date of hand delivery, or as of two (2) business days after the date of mailing.

4.5 This Security Agreement shall be construed, and all rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of Virginia, without regard to its conflict of laws provisions.

4.6 This Security Agreement may be executed in any number of counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.7 In the event that any provision of this Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Agreement shall continue unabated and in full force and effect.

4.8 This Agreement shall be deemed to have been jointly drafted by the parties for all purposes involving its construction and enforcement.

4.9 This Security Agreement contains all of the terms, conditions and understandings between the parties with respect to the subject matter herein, and no other representations, inducements, promises, agreements, arrangements, or undertakings, whether oral or written, express or implied, shall have any force or effect. None of the provisions of this Security Agreement may be varied, changed, modified, or waived except by an express instrument in writing duly executed by all parties hereto.

4.10 This Security Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

 (Seal)
Karen Slimak

 (Seal)
Troy V. Caver

EXHIBIT I

SECOND SECURITY AGREEMENT

This Security Agreement is made and entered into on the 19th day of May, 2009, by and among Karen Slimak ("Slimak"), an individual with an address of 9207 Shotgun Court, Springfield, Virginia 22153, and Troy V. Caver (the "Secured Party"), individually and as the Authorized Representative and Managing Member of Building Supplies and Services, with an address of 13524 Ospreys View Place, Woodbridge, Virginia 22191:

WITNESSETH:

WHEREAS, Timber Treatment Technologies, LLC has executed a certain Promissory Note, dated May 19, 2009, in the initial principal amount of \$262,914 (the "Second Promissory Note"), in favor of the Secured Party; and

WHEREAS, in connection with the Second Promissory Note, Slimak has executed a Guaranty (the "Guaranty") dated May 19, 2009, and

WHEREAS, in connection with the Second Promissory Note and the Guaranty, Slimak has pledged a security interest in the assets described below;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Slimak pledges and grants for the benefit of the Secured Party, and his designees, a continuing security interest in the below described patents and patentable assets:

1.0 Security Interest

As security for the Second Promissory Note and Guaranty, Slimak hereby grants to Secured Party a security interest in all of her right, title and interest in the patents described below, including all derivatives and proceeds therefrom (collectively, the "Collateral"). This security interest shall continue until the Second Promissory Note has been paid in full at which time, the security Interest shall terminate.

U.S. Patent No. 6827984 (Application Serial No. 09927062)

Process of Using Sodium Silicate to Create Fire Retardant Products

U.S. Patent No. 6040057 (Application Serial No. 08843160)

Enhancing the Strength, Moisture Resistance and Fire-Resistance of Wood, Timber, Lumber, Similar Plant-Derived Construction and Building Materials, and other Cellulosic Materials

U.S. Patent No. 6146766 (Application Serial No. 09044909)

Enhancing the Strength, Moisture Resistance and Fire-Resistance of

Wood, Timber, Lumber, Similar Plant-Derived Construction and Building
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U.S. Patent No. 6303234 (Application Serial No. 08818195)

Process of Using Sodium Silicate to Create Fire Retardant Products.

Upon an Event of Default, the Collateral includes the Secured Party's right to collect all proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the above described patents. Additionally, the Collateral includes Slimak's ownership of any new patentable inventions derived from the above referenced patents or any entitlement to the benefit of any patent application or patent for any reissue, division, or continuation of any of the above referenced patents.

2.0 Covenants

2.1 Slimak shall take all reasonable efforts to maintain the Collateral in good condition and will not waste or destroy the Collateral or any part thereof.

2.2 Slimak shall promptly notify the Secured Party of any claims threatened or made against her or the Collateral, or any claim which may impair the Collateral.

2.3 Slimak authorizes the Secured Party to file any Uniform Commercial Code financing statements and amendments to Uniform Commercial Code financing statements, or any other documents perfecting this security interest, without obtaining Slimak's signature on and/or endorsement of such documents and amendments, provided that such documents and amendments accurately reflect the terms of this Security Agreement and contain no terms or amounts not agreed to herein.

2.4 Within seven (7) days of full payment of the Second Promissory Note, the Secured Party shall file a release of any Uniform Commercial Code financing Statements previously filed pursuant to this Section 2 of this Security Agreement.

2.5 Slimak shall not sell or offer to sell or otherwise transfer, pledge, assign, encumber or grant a security interest in all or any part of the Collateral or any interest related to the Collateral without the prior express written consent of the Secured Party; such consent shall not be unreasonably withheld. Furthermore, subject to the security interest related to the Collateral as described, nothing in this Security Agreement shall prevent Slimak from entering into and further licensing agreements with any parties.

2.6 Slimak warrants the execution and performance of this Security Agreement and the transactions contemplated hereby are not in conflict with any provision of any law, regulation, agreement or other instruments to which she is a party and that this Security Agreement constitutes a valid and binding agreement and is

enforceable against her in accordance with its terms.

3.0 Events of Default and Remedies

Events of Default shall be as follows:

3.1 Any Event of Default under the Guaranty.

3.2 The failure to keep the Collateral free and clear from any primary security interests, liens or encumbrances.

3.3 Upon any Default as hereinabove defined, the entire unpaid balance of the Note shall become immediately due and payable at the option of the Secured Party without notice to Slimak, and the Secured Party shall have all the remedies to which it is entitled under the Uniform Commercial Code, this Security Agreement, applicable law, and/or the Note and Guaranty.

3.4 Upon any Default as hereinabove defined, Slimak shall, upon reasonable demand by the Secured Party, promptly assemble the Collateral and make it available to the Secured Party at a place reasonably convenient to both parties. Slimak will be entitled to any surplus (if any) and shall be liable to the Secured Party for any deficiency, arising from the disposition of any of the Collateral.

3.5 Further, the Secured Party may in its discretion after any Default (i) terminate, on notice to Slimak, her authority to further lease or otherwise transfer any interest in the Collateral, (ii) require Slimak to give possession or control of the Collateral to the Secured Party, (iii) take control of proceeds of the Collateral to reduce any amount owed under the Note, (iv) take any action that is required to be taken or otherwise necessary to obtain, perfect, preserve and enforce any security interest granted hereby and maintain and preserve the Collateral, without notice to Slimak and add the cost of the same to the Note (but the Secured Party is under no duty to take any such action); (v) release the Collateral in its possession to Slimak, temporarily or otherwise, and (vi) take control of funds generated by the Collateral, and use the same to reduce any amount owed under the Note.

3.6 Slimak hereby irrevocably appoints the Secured Party as her agent and attorney-in-fact for the purpose of executing and delivering any documents to effect the Secured Party's remedies upon a Default of Slimak. This power of attorney is irrevocable and coupled with an interest, and shall not expire as long as this Security Agreement remains in effect.

3.7 If the Secured Party disposes of the Collateral following Default, the proceeds thereof shall be applied first to any expenses of such disposition, and thereafter to all remaining amounts owed under the Note and any other indebtedness secured hereby in the order in which such remaining indebtedness was executed or contracted.

4.0 Miscellaneous

4.1 Slimak agrees to execute any document which effectuates the intent and purposes of this Security Agreement in the reasonable discretion of the Secured Party, including but not limited to, financing statements, amended financing statements, notice of assignments, etc. This paragraph does not alter paragraph 2.3 above, which provides that the Secured Party may file Uniform Commercial Code financing statements and amendments to Uniform Commercial Code financing statements, and any other documents to perfect this security interest, without obtaining Slimak's signature or endorsement.

4.2 Slimak agrees to notify the Secured Party of any change of address. Failure to provide such change of address shall not be an event of default under this Security Agreement.

4.3 Slimak agrees that should her failure in any respect to abide by the terms and conditions set forth in this Security Agreement, cause any individual or entity to assert a security interest that has priority over the Secured Party's security interest in the Collateral, or causes any individual or entity to assert the invalidity of the Secured Party's security interest in the Collateral, Slimak shall be responsible and liable for, regardless of the Secured Party exercising any and all other options, rights, or remedies he has or might have herein, all costs of the Secured Party, including attorney's fees, in defending or asserting the priority or validity of the Secured Party's security interests or financing statements as well as any and all loss, damage, or harm caused the Secured Party due to such failure.

4.4 Any and all notices, designations, consents, offers, requests, demands, acceptances and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by overnight or certified mail, postage prepaid, if to Slimak at 5415 Backlick Road, Suite C, Springfield, Virginia 22151, and if to the Secured Party at 13524 Ospreys View Place, Woodbridge, Virginia 22191. Any party hereto may change the address aforesaid for delivery or mailing by giving notice in writing to that effect, as herein provided, to the other party. Any notice shall be considered given as of the date of hand delivery, or as of two (2) business days after the date of mailing.

4.5 This Security Agreement shall be construed, and all rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of Virginia, without regard to its conflict of laws provisions.

4.6 This Security Agreement may be executed in any number of counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

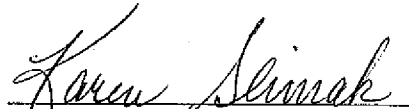
4.7 In the event that any provision of this Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Agreement shall continue unabated and in full force and effect.

4.8 This Agreement shall be deemed to have been jointly drafted by the parties for all purposes involving its construction and enforcement.

4.9 This Security Agreement contains all of the terms, conditions and understandings between the parties with respect to the subject matter herein, and no other representations, inducements, promises, agreements, arrangements, or undertakings, whether oral or written, express or implied, shall have any force or effect. None of the provisions of this Security Agreement may be varied, changed, modified, or waived except by an express instrument in writing duly executed by all parties hereto.

4.10 This Security Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

 (Seal)
Karen Slimak

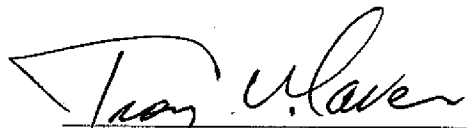
 (Seal)
Troy V. Caver

EXHIBIT F

GUARANTY

THIS GUARANTY is given by Karen Slimak ("**Guarantor**"), to induce the acceptance of the First Promissory Note, in the principal amount of \$1,228,138, dated May 19, 2009 (the "**Note**"), by Troy Caver in his individual capacity, and as Authorized Representative and Managing Member of MJ&T, LLC ("**Caver**").

1. **OBLIGATION.** In consideration of the credit extended by the Note, the Guarantor unconditionally guaranties to Caver in his individual capacity, and as Authorized Representative and Managing Member of MJ&T, LLC, his successors, assigns and to every subsequent holder of the Note, irrespective of the genuineness, validity, regularity, or enforceability of the Note, or of the obligation the Note evidences, or of any collateral for the Note, or of the existence, extent, or value of any such collateral, and irrespective of any other circumstance, that all sums stated in the Note to be payable on the Note must be paid in full promptly, in accordance with the Note's terms subject to Paragraph 1(A) below, and, in case of any extension of time of payment or renewal in whole or in part, all sums must be promptly paid when due according to such extension or extensions, renewal or renewals. Pursuant to the terms of the Security Agreement of even date and as security for this Guaranty and the Note, Guarantor hereby pledges and grants to Caver a security interest in the assets described on the attached Exhibit A.

1(A) Notwithstanding any acceleration of the debt or the date of payment therefore pursuant to the terms of the First Promissory Note, payment due under this Guaranty shall be due only on the terms set forth in this Guaranty. The date for payment of any outstanding amounts under this Guaranty, in the absence of a default under the Guaranty, is August 10, 2011. This Guaranty shall be accelerated and become immediately due and payable in the event that: (i) the Guarantor suffers a material change in her financial condition such that she is unable to pay her debts as they become due; or she petitions under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days; (ii) other than the sale of all or part of the ownership of Timber Treatment Technologies, the Guarantor transfers all or a substantial part of her money, property or other assets; or (iii) the Guarantor breaches the terms of the Security Agreement attached hereto as Exhibit B.

2. **CONSENT.** The Guarantor consents that at any time, without notice to the Guarantor, payment of any sums payable under the Note, or of any collateral securing the Note, may be extended, or the Note or any of such collateral may be renewed in whole or in part, or any of such collateral may be exchanged, surrendered, or otherwise dealt with as the holder of the Note may determine, or any part to the Note may be released, and that any of the acts mentioned in the Note may be done, all without affecting the Guarantor's liability.

3. **GUARANTY PRIMARY.** Subject to the terms of the First Promissory Note, Guarantor's obligation and liability under this Guaranty is primary, direct, and immediate and is not conditional or contingent upon the Note's holder's either pursuing or enforcing any remedies that he might have against the Maker with respect to the Note, whether under the Note or by operation of law. Without limiting the generality of the preceding sentence, the Note's holder will not be required either to make any demand upon the Maker or otherwise pursue, enforce, or exhaust the Note's holder's remedies against the Maker either before, concurrently with, or after pursuing or enforcing its rights and remedies under this Guaranty.
4. **WAIVER.** Guarantor expressly waives (a) presentment and demand for payment of interest and principal owed on account of the Note and protest and non-payment of the Note; and (b) notice of acceptance of this Guaranty and of presentment, demand and protest of this Guaranty; (c) notice of any default under the Note; (d) demand for observance, performance, or enforcement of any of this Guaranty's terms; (e) all other notices and demands otherwise required by law that Guarantor lawfully may waive.
5. **NOTICES.** Any notice or demand required or permitted by this Guaranty must be in writing and will be deemed effective upon delivery, when delivered personally, by a nationally-recognized delivery service (such as Federal Express or UPS), or by the U.S. mail as certified mail, return receipt requested, with postage prepaid, addressed to the party to be notified at the party's address as set forth in this paragraph or as later modified by written notice. The Maker's address is as set forth by the Maker's signature below. The Payee's address is 13524 Ospreys View Place, Woodbridge, Virginia 22191. TTT and/or Karen Slimak's address is: 5415 Backlick Road, Suite C, Springfield, Virginia 22151

IN WITNESS WHEREOF, Guarantor has signed and sealed this Guaranty as of the 19th day of May, 2009.

 (SEAL)
KAREN SLIMAK

EXHIBIT G

SECOND GUARANTY

THIS GUARANTY is given by Karen Slimak ("**Guarantor**"), to induce the acceptance of the Second Promissory Note, in the principal amount of \$262,914, dated May 19, 2009 (the "**Note**"), by Troy Caver in his individual capacity, and as Authorized Representative and Managing Member of BSS, LLC ("**Caver**").

1. **OBLIGATION.** In consideration of the credit extended by the Note, the Guarantor unconditionally guaranties to Caver in his individual capacity, and as Authorized Representative and Managing Member of BSS, LLC, his successors, assigns and to every subsequent holder of the Note, irrespective of the genuineness, validity, regularity, or enforceability of the Note, or of the obligation the Note evidences, or of any collateral for the Note, or of the existence, extent, or value of any such collateral, and irrespective of any other circumstance, that all sums stated in the Note to be payable on the Note must be paid in full promptly, in accordance with the Note's terms, and, in case of any extension of time of payment or renewal in whole or in part, all sums must be promptly paid when due according to such extension or extensions, renewal or renewals. Pursuant to the terms of the Security Agreement of even date and as security for this Guaranty and the Note, Guarantor hereby pledges and grants to Caver a security interest in the assets described on the attached Exhibit I.

1(A) Notwithstanding any acceleration of the debt or the date of payment therefore pursuant to the terms of the Second Promissory Note, payment due under this Guaranty shall be due only on the terms set forth in this Guaranty. This Guaranty shall be accelerated and become immediately due and payable in the event that: (i) the Guarantor suffers a material change in her financial condition such that she is unable to pay her debts as they become due; or she petitions under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days; (ii) other than the sale of all or part of the ownership of Timber Treatment Technologies, the Guarantor transfers all or a substantial part of her money, property or other assets; or (iii) the Guarantor breaches the terms of the Security Agreement attached to the Settlement Agreement as Exhibit I.

2. **CONSENT.** The Guarantor consents that at any time, without notice to the Guarantor, payment of any sums payable under the Note, or of any collateral securing the Note, may be extended, or the Note or any of such collateral may be renewed in whole or in part, or any of such collateral may be exchanged, surrendered, or otherwise dealt with as the holder of the may determine, or any part to the may be released, and that any of the acts mentioned in the may be done, all without affecting the Guarantor's liability.
3. **GUARANTY PRIMARY.** Guarantor's obligation and liability under this Guaranty is primary, direct, and immediate and is not conditional or contingent upon the Note's holder's either pursuing or enforcing any remedies that he might have against the Maker

with respect to the Note , whether under the or by operation of law. Without limiting the generality of the preceding sentence, the Note's holder will not be required either to make any demand upon the Maker or otherwise pursue, enforce, or exhaust the Note's holder's remedies against the Maker either before, concurrently with, or after pursuing or enforcing its rights and remedies under this Guaranty.

4. **WAIVER.** Guarantor expressly waives (a) presentment and demand for payment of interest and principal owed on account of the Note and protest and non-payment of the Note; and (b) notice of acceptance of this Guaranty and of presentment, demand and protest of this Guaranty; (c) notice of any default under the Note; (d) demand for observance, performance, or enforcement of any of this Guaranty's terms; (e) all other notices and demands otherwise required by law that Guarantor lawfully may waive.

IN WITNESS WHEREOF, Guarantor has signed and sealed this Guaranty as of the 19th day of May, 2009.

KAREN SLIMAK

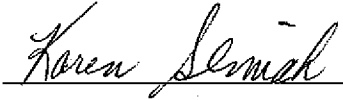
 (SEAL)

EXHIBIT D

CONFESSED JUDGMENT FIRST PROMISSORY NOTE

\$1,228,138

May 19, 2009

FOR VALUE RECEIVED, TIMBER TREATMENT TECHNOLOGIES, LLC, a Michigan limited liability company (the "***Maker***") promises to pay to the order of **TROY CAVER** (the "***Payee***"), in his individual capacity and as Authorized Representative and Managing Member of MJ&T, LLC, the principal amount of \$1,228,138, together with interest thereon as set forth in this Promissory Note (the "***First Promissory Note***"), on or before the Maturity Date as provided in this First Promissory Note.

1. **INTEREST.** Interest accrues on the outstanding principal amount of this First Promissory Note at the rate of 25% *per annum*. Interest will be calculated on the basis of a 365-day year applied to the actual days on which there exists an unpaid balance under this First Promissory Note pursuant to the loan term sheet attached hereto.
2. **PRINCIPAL AND INTEREST REPAYMENTS.** Unless sooner paid, the entire amount of the unpaid principal amount as well as all accrued and unpaid interest and all other amounts due under this First Promissory Note that remain unpaid will be due and payable in full upon the earlier of (i) August 10, 2011 (the "***Maturity Date***") or (ii) the occurrence of an Event of Default hereunder.
3. [Intentionally Omitted]
4. **REPAYMENT EXTENSION.** If any payment of principal or interest will be due on a Saturday, Sunday, or a legal holiday (as designated in Virginia Code §2.2-3300), then such payment will be made on the next succeeding business day and such extension of time will be included in computing interest under this First Promissory Note.
5. **PAYMENT.** All payments must be made in lawful money of the United States of America. The Maker may prepay this First Promissory Note at any time without penalty. Prepayment of principal by the Maker will be accompanied by payment of all accrued and unpaid interest on the principal amount being repaid.
6. [INTENTIONALLY OMITTED.]
7. **EVENTS OF DEFAULT.** The occurrence of any of the following events or conditions will constitute an event of default (each, an "***Event of Default***"): (i) the Maker fails to pay any of the indebtedness under this First Promissory Note's terms on the Maturity Date; (ii) the entry of a judgment or order against the Maker which causes the Maker to file for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or the Maker voluntarily or involuntarily becomes a subject of a petition or action under such laws and fails to have the petition or action dismissed with a reasonable period of time not to exceed 60 days; (iii) there is a sale or transfer of all or substantially all of the assets of the Maker to a party who does not expressly assume, in writing and as part of the sale

or transaction, this First Promissory Note; (iv) a merger, consolidation, or other material change in the Maker's business or corporate form where the new, surviving or changed entity has a lower net worth or value than the Maker; or (v) the obligations of the Guarantor under the attached Guaranty are accelerated pursuant to the terms of Paragraph 1(A) of the Guaranty.

8. [INTENTIONALLY OMITTED.]
9. **WAIVERS.** The Maker waives presentment, demand for payment, notice of dishonor and any and all other notices or demands (except as expressly set forth in this First Promissory Note) in connection with the delivery, acceptance, performance, default or enforcement of this First Promissory Note and consents to any waivers or modifications that may be granted or consented to by the Payees of this First Promissory Note. No waiver by the Payee of any breach of any covenant of the Maker contained in this First Promissory Note or any term of this First Promissory Note will be construed as a waiver of any later breach of the same or of any other covenant, term or condition whatsoever.
10. **ENFORCEMENT.** In the event that Payee institutes any action for the enforcement or the collection of this First Promissory Note, there will be immediately due and payable, in addition to the unpaid balance of this First Promissory Note, all costs and expenses of such action including reasonable attorney's fees.
11. **AMENDMENTS.** This First Promissory Note may not be changed, modified, amended, or terminated except by a writing duly executed by the Maker and the Payee.
12. **PLACE OF PAYMENT; NOTICES.** All payments of principal and interest and any notice or demand required or permitted by this First Promissory Note must be in writing and will be deemed effective upon delivery, when delivered personally, by a nationally-recognized delivery service (such as Federal Express or UPS), or by the U.S. mail as certified mail, return receipt requested, with postage prepaid, addressed to the party to be notified at the party's address as set forth in this paragraph or as later modified by written notice. The Maker's address is as set forth by the Maker's signature below. The Payee's address is 13524 Ospreys View Place, Woodbridge, Virginia 22191. TTT and/or Karen Slimak's address is: 5415 Backlick Road, Suite C, Springfield, Virginia 22151
13. **GOVERNING LAW.** Virginia law, without regard to its conflict of laws provisions, exclusively governs this First Promissory Note.
14. **TRANSFER; SUCCESSORS AND ASSIGNS.** This First Promissory Note will inure to the benefit of and be binding upon the respective successors and assigns of each Maker and Payee. TTT may assign this First Promissory Note to a purchaser of all of the assets of TTT (Purchaser), provided however that: (i) such Purchaser agrees in writing prior to the assignment of this First Promissory Note to assume all obligations and liabilities under this First Promissory Note; and (ii) such Purchaser owns net assets equal to, or greater than, TTT at the time of the making of this Note.
15. **FORUM SELECTION; CONSENT TO JURISDICTION.** The Maker and the Payee each agree to the following: (a) to litigate all disputes and matters whatsoever arising under, in

connection with, or incident to this First Promissory Note, if at all, in and before the Circuit Court of Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia (Alexandria Division) to the exclusion of the courts of any other state or country; (b) to submit irrevocably to the exclusive jurisdiction of such court, as set forth in clause (a) of this Section 15, in any action or proceeding arising out of or relating to this First Promissory Note; and (c) to waive irrevocably any objection to the laying of venue of any such action or proceeding in any such court, as set forth in clause (a) of this Section 15, and any claim that any such action or proceeding has been brought in an inconvenient forum.

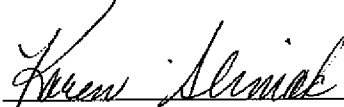
16. **CANCELLATION.** The Payee will surrender, within seven days, this First Promissory Note to the Maker for cancellation only after all principal and accrued interest at any time owed on this First Promissory Note has been paid in full.
17. **CONFESSION OF JUDGMENT.**

IMPORTANT NOTICE-THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

After a default under this First Promissory Note, the Maker hereby irrevocably appoints JONATHAN D. FRIEDEN and/or BRUCE M. BLANCHARD, either or both of whom may act, as their attorneys-in-fact pursuant to §§ 8.01-432 through 440, Code of Virginia 1950 (as amended) and as in effect on the date of this First Promissory Note. After a default under this Note, the Maker hereby authorizes such attorneys-in-fact to appear in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia, and confess judgment in favor of the Payee and against the Maker without prior hearing, for the full amount due hereunder, including the full amount of the principal then outstanding, plus interest (both accrued and accruing), and all costs of collection and attorney's fees, all as set forth hereinabove. The authority and power to appear for and enter judgment against the Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto. Such authority and power may be exercised on one or more occasions, from time to time, as often as the Payee shall deem necessary or desirable, for all of which this First Promissory Note shall be sufficient warrant.

IN WITNESS WHEREOF, the Maker has signed and sealed this First Promissory Note by its duly authorized officer as of the date first set forth above.

TIMBER TREATMENT TECHNOLOGIES, LLC

By:  (SEAL)
KAREN SLIMAK
President

Address: 5415 Backlick Road, Suite C, Springfield,
Virginia 22151

EXHIBIT E

CONFESSED JUDGMENT SECOND PROMISSORY NOTE

\$262,914

May 19, 2009

FOR VALUE RECEIVED, TIMBER TREATMENT TECHNOLOGIES, LLC, a Delaware limited liability company (the "**Maker**") promises to pay to the order of **TROY CAVER** (the "**Payee**"), in his individual capacity and as Authorized Representative and Managing Member of Building Supplies and Services, the principal amount of \$262,914, together with interest thereon as set forth in this Second Promissory Note (the "**Second Promissory Note**"), on or before the Maturity Date as provided in this Second Promissory Note.

1. **INTEREST.** Interest accrues on the outstanding principal amount of this Second Promissory Note at the rate of 12% *per annum*. Interest will be calculated on the basis of a 365-day year applied to the actual days on which there exists an unpaid balance under this Second Promissory Note, pursuant to the loan term sheet and amortization table attached hereto (Exhibit A to this Second Promissory Note).
2. **PRINCIPAL AND INTEREST REPAYMENTS.** The Makers will repay the entire outstanding principal amount as well as all accrued interest in 40 consecutive monthly installment payments. The first installment payment will be in the amount of \$25,000.00 and will be paid by May 27, 2009. The second installment payment will be in the amount of \$15,000.00 and will be paid by June 27, 2009. The remaining 38 installment payments will be in the amount of \$7,080.00, commencing on July 27, 2009 and continuing on the 27th day of each subsequent month until the entire amount of the unpaid principal amount as well as all accrued and unpaid interest and all other amounts due under this Second Promissory Note are paid in full pursuant to the attached amortization table. Unless sooner paid, the entire amount of the unpaid principal amount as well as all accrued and unpaid interest and all other amounts due under this Second Promissory Note that remain unpaid will be due and payable in full on June 27, 2012 (the "**Maturity Date**").
3. [Intentionally Omitted]
4. **REPAYMENT EXTENSION.** If any payment of principal or interest will be due on a Saturday, Sunday, or a legal holiday (as designated in Virginia Code §2.2-3300), then such payment will be made on the next succeeding business day and such extension of time will be included in computing interest under this Second Promissory Note.
5. **PAYMENT.** All payments must be made in lawful money of the United States of America. Each payment will be credited to, and apportioned between, interest and principal according to standard accounting practice. The Maker may prepay this Second Promissory Note at any time without penalty. Any prepayment of principal by the Maker will be accompanied by payment of all accrued and unpaid interest on the principal amount being repaid.

6. [INTENTIONALLY OMITTED.]
7. **EVENTS OF DEFAULT.** The occurrence of any of the following events or conditions will constitute an event of default (each, an "*Event of Default*"): (i) the Maker fails to pay a monthly installment payments under the terms set forth in Section 2 above; (ii) the Maker fails to pay of the full amount of the indebtedness under this Second Promissory Note's terms on the Maturity Date; (iii) the entry of a judgment or order against the Maker which causes the Maker to file for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or the Maker voluntarily or involuntarily becomes a subject of a petition or action under such laws and fails to have the petition or action dismissed with a reasonable period of time not to exceed 60 days; (iv) there is a sale or transfer of all or substantially all of the assets of the Maker to a party who does not expressly assume, in writing and as part of the sale or transaction, this Second Promissory Note; (v) a merger, consolidation, or other material change in the Maker's business or corporate form where the new, surviving or changed entity has a lower net worth or value than the Maker; or (vi) the obligations of the Guarantor under the attached Guaranty are accelerated pursuant to the terms of Paragraph 1(A) of the Guaranty.
8. **ACCELERATION.** Upon an Event of Default, the Payee may give written notice, as described in Section 12 below, to the Maker of the occurrence of such Event of Default and the Maker shall have sixty (60) days from receipt of such notice in which to cure such Event of Default. If the Event of Default is not cured within sixty (60) days, then, at the option of the Payee, the Payee may declare the Maker in default and all sums due hereunder will become immediately due and payable; however, the Payee may not attempt to collect upon the assets that secure this Second Promissory Note, as set forth in the Guaranty Second Promissory Note, until August 10, 2011.
9. **WAIVERS.** The Maker waives presentment, demand for payment, notice of dishonor and any and all other notices or demands (except as expressly set forth in this Second Promissory Note) in connection with the delivery, acceptance, performance, default or enforcement of this Second Promissory Note and consents to any waivers or modifications that may be granted or consented to by the Payees of this Second Promissory Note. No waiver by the Payee of any breach of any covenant of the Maker contained in this Second Promissory Note or any term of this Second Promissory Note will be construed as a waiver of any later breach of the same or of any other covenant, term or condition whatsoever.
10. **ENFORCEMENT.** In the event that Payee institutes any action for the enforcement or the collection of this Second Promissory Note, there will be immediately due and payable, in addition to the unpaid balance of this Second Promissory Note, all costs and expenses of such action including reasonable attorney's fees.
11. **AMENDMENTS.** This Second Promissory Note may not be changed, modified, amended, or terminated except by a writing duly executed by the Maker and the Payee.
12. **PLACE OF PAYMENT; NOTICES.** All payments of principal and interest and any notice or demand required or permitted by this Second Promissory Note must be in writing and

will be deemed effective upon delivery, when delivered personally, by a nationally-recognized delivery service (such as Federal Express or UPS), or by the U.S. mail as certified mail, return receipt requested, with postage prepaid, addressed to the party to be notified at the party's address as set forth in this paragraph or as later modified by written notice. The Maker's address is as set forth by the Maker's signature below. The Payee's address is 13524 Ospreys View Place, Woodbridge, Virginia 22191. TTT and/or Slimak's address is 5415 Backlick Road, Suite C, Springfield, Virginia 22151.

13. **GOVERNING LAW.** Virginia law, without regard to its conflict of laws provisions, exclusively governs this Second Promissory Note.
14. **TRANSFER; SUCCESSORS AND ASSIGNS.** This Second Promissory Note will inure to the benefit of and be binding upon the respective successors and assigns of each Maker and Payee.
15. **FORUM SELECTION; CONSENT TO JURISDICTION.** The Maker and the Payee each agree to the following: (a) to litigate all disputes and matters whatsoever arising under, in connection with, or incident to this Second Promissory Note, if at all, in and before the Circuit Court of Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia (Alexandria Division) wherever jurisdiction might lie, to the exclusion of the courts of any other state or country; (b) to submit irrevocably to the exclusive jurisdiction of such court, as set forth in clause (a) of this Section 15, in any action or proceeding arising out of or relating to this Second Promissory Note; and (c) to waive irrevocably any objection to the laying of venue of any such action or proceeding in any such court, as set forth in clause (a) of this Section 15, and any claim that any such action or proceeding has been brought in an inconvenient forum.
16. **CANCELLATION.** The Payee will surrender within seven days this Second Promissory Note to the Maker for cancellation only after all principal and accrued interest at any time owed on this Second Promissory Note has been paid in full.
17. **CONFESSION OF JUDGMENT.**

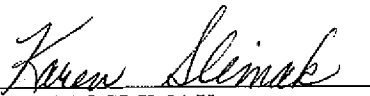
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After a default under this Second Promissory Note, the Maker hereby irrevocably appoints JONATHAN D. FRIEDEN and/or BRUCE M. BLANCHARD, either or both of whom may act, as their attorneys-in-fact pursuant to §§ 8.01-432 through 440, Code of Virginia 1950 (as amended) and as in effect on the date of this Second Promissory Note. The Maker hereby authorizes such attorneys-in-fact to appear in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia, and confess judgment in favor of the Payee and against the Maker without prior hearing, for the full amount due hereunder, including the full amount of the principal then outstanding, plus interest (both accrued and accruing), and all costs of collection and attorney's fees, all as set forth hereinabove.

The authority and power to appear for and enter judgment against the Maker shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto. Such authority and power may be exercised on one or more occasions, from time to time, as often as the Payee shall deem necessary or desirable, for all of which this Second Promissory Note shall be sufficient warrant.

IN WITNESS WHEREOF, the Maker has signed and sealed this Second Promissory Note by its duly authorized officer as of the date first set forth above.

TIMBER TREATMENT TECHNOLOGIES, LLC

By: 
KAREN SLIMAK
President

Address: 5415 Backlick Road, Suite C,
Springfield, Virginia 22151