

05-03-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103596113

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

ETDI Holdings, Inc.

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

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

Execution Date(s) April 8, 2010

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: The Frost National Bank

Internal Address: Attn: Mark K. Wilson

Street Address: 100 West Houston

Rand Building, 2nd Floor

City: San Antonio

State: Texas

Country: USA Zip: 78205

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

6530333

6253690

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mark K. Wilson

Internal Address: The Frost National Bank - Clear Lake

Street Address: 1234 Clear Lake City Blvd.

City: Houston

State: Texas Zip: 77062-2102

Phone Number: 713-388-1021

Fax Number: 713-388-1100

Email Address: mark.wilson@frostbank.com

6. Total number of applications and patents

Involved: Two (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 _____

Authorized User Name _____

04/30/2010 DBYRNE 00000015 6530333

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4-26-10

88.00

9. Signature:

Signature

Mark K. Wilson, Market President, The Frost National Bank

Name of Person Signing

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

3

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

**ASSIGNMENT FOR SECURITY
(Patents)**

WHEREAS, ETDI Holdings, Inc., a Delaware corporation (herein referred to as "Assignor"), owns (i) the letter patent and/or applications for letters patent of the United States, including, without limitation, the inventions and improvements claimed therein, more particularly described on Schedule 1 annexed hereto as part hereof (the "Patents"); and

WHEREAS, Assignor is obligated to The Frost National Bank (referred to herein as the "Assignee") and Assignor has entered into a Security Agreement of even date herewith (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part, divisions, renewals or extension thereof, and all proceeds thereof, including, without limitation, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (the "Collateral"), to secure the prompt payment, performance and observance of the Indebtedness, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in and mortgage interest on the Collateral to secure the prompt payment, performance and observance of the Indebtedness.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 100 West Houston, Rand Building, 2nd Floor, San Antonio, Texas 78205.

Assignor's address is 23544 Coons Road, Tomball, Texas 77375.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 8th day of April, 2010.

ETDI HOLDINGS, INC.
a Delaware corporation

By: 
Steven F. Alex, Chief Financial Officer

SCHEDULE 1

[Inventions and Improvements]

Patent No. 625390, Tree Excavator and Transplanter; Inventor: Thomas Cox; assigned to Environmental Tree and Design, Inc. by instrument recorded on January 4, 2000; assigned to ETDI Holdings, Inc. by instrument recorded on December 1, 2004

Patent No. 6530333, Tree Excavator and Transplanter; Inventor: Thomas Cox; assigned to ETDI Holdings, Inc. by instrument recorded on December 1, 2004