

# PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	New Document and Amendment to Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Ocean Lines Limited	07/16/2010
RECEIVING PARTY DATA	
Name:	Solena Group, Inc.
Street Address:	1300 Pennsylvania Avenue NW
Internal Address:	Suite G-0003
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20004
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5544597
Patent Number:	5634414
Patent Number:	6987792
CORRESPONDENCE DATA	
Fax Number:	(202)293-6229
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	lhawkins@cblh.com
Correspondent Name:	Burton A. Amernick
Address Line 1:	Connolly Bove Lodge & Hutz LLP
Address Line 2:	1875 Eye Street NW, Suite 1100
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006
ATTORNEY DOCKET NUMBER:	22167-00011-US
NAME OF SUBMITTER:	Burton A. Amernick
Total Attachments: 9	

OP \$120.00 5544597

**501235169**

**PATENT**  
**REEL: 024697 FRAME: 0196**

source=ConfirmationOfOwnership-AmendmentToSecAgreement\_22167-00001-US#page1.tif  
source=ConfirmationOfOwnership-AmendmentToSecAgreement\_22167-00001-US#page2.tif  
source=ConfirmationOfOwnership-AmendmentToSecAgreement\_22167-00001-US#page3.tif  
source=ConfirmationOfOwnership-AmendmentToSecAgreement\_22167-00001-US#page4.tif  
source=ConfirmationOfOwnership-AmendmentToSecAgreement\_22167-00001-US#page5.tif  
source=ConfirmationOfOwnership-AmendmentToSecAgreement\_22167-00001-US#page6.tif  
source=ConfirmationOfOwnership-AmendmentToSecAgreement\_22167-00001-US#page7.tif  
source=ConfirmationOfOwnership-AmendmentToSecAgreement\_22167-00001-US#page8.tif  
source=ConfirmationOfOwnership-AmendmentToSecAgreement\_22167-00001-US#page9.tif

### **Confirmation of Ownership**

**WHEREAS**, a document referred to as "Assignment" (the "Assignment") was recorded at Reel 024103 Frame 0346 for assigning the "Solena Patents" from Solena Group, Inc. to Ocean Lines Limited at 759 Square Victoria Montreal, Quebec, Canada H2Y 2K3, as Security Agent under a Security Agreement dated June 23, 2005 (the "Security Agent"); and

**WHEREAS**, Solena Group, Inc., a Delaware corporation having offices at 1300 Pennsylvania Avenue, NW, Suite G-0003, Washington, DC 20004 ("Solena") recorded a Clarification of Assignment and Ownership on April 8, 2010, at Reel 024202, Frame 0354, claiming that Solena is the owner of all right, title, and interest in and to U.S. Patent No. 5,544,597 entitled "Plasma Pyrolysis and Vitrification of Municipal Waste", U.S. Patent No. 5,634,414 entitled "Process for Plasma Pyrolysis and Vitrification of Municipal Waste", and U.S. Patent No. 6,987,792 entitled "Plasma Pyrolysis, Gasification and Vitrification of Organic Material" (collectively, the "Solena Patents") and that the Assignment should be deemed null and void, and

**WHEREAS**, pursuant to a Second Amended and Restated Forbearance and Settlement Agreement, the Secured Party and Solena, among others, agreed, among other things, to rescind the effectiveness of the Assignment, and to reinstate Solena as the owner of the Solena Patents, subject to the continuing security interest of the Security Agent.

**WHEREAS**, the term "Solena Patents" as used herein shall mean all patents, patent applications and like protection including without limitation improvement, divisions, continuations, renewals, reexamination, reissues, extensions and continuations-in-part that are now owned or at any time hereafter are acquired by Solena or in which Solena now has acquired or at any time in the future may acquire any right, title or interest, including without limitation the above identified U.S. Patent Nos. 5,544,597, 5,634,414 and 6,987,792, International Application Nos. PCT/US96/13793 and PCT/US01/26076, and all patents and applications worldwide claiming priority to the foregoing.

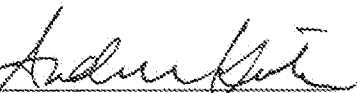
**NOW THEREFORE**, it is hereby confirmed that Solena is currently the owner of the Solena Patents throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, and has all rights to sue for past, present and

future infringement, including the right to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the Solena Patents;

**IT IS FURTHER AGREED** that the Assignment shall be rescinded and of no further force and effect, but without prejudice to the rights of the Security Agent as secured party of the Solena Patents pursuant to the aforementioned Security Agreement, as amended.

IN WITNESS WHEREOF, I hereunto set my hand this 16<sup>th</sup> day of July 2010.

OCEAN LINES LIMITED,  
as Security Agent

By: 

Name: Andrew Kuhn

Title: President

## AMENDMENT TO SECURITY AGREEMENT

This Amendment dated as of June 30, 2010 (the "Amendment"), hereby amends the Security Agreement, dated as of June 23, 2005 (the "Agreement"), by and among Solena Group, Inc. (the "Company"), DTE Energy Ventures, Inc., OPG Ventures, Inc., and Ocean Lines Limited (collectively, the "Holders").

### RECITALS

The Holders, together with Hydro-Québec Capitech Inc. ("Capitech," and collectively with the Holders, the "Secured Parties"), are the holders of the promissory notes issued by the Company on June 23, 2005, and as amended on the date hereof (the "Notes"). The Notes are secured by the Security Agreement, dated as of June 23, 2005, by and among the Company, the Secured Parties other than Hydro-Québec Capitech Inc. ("Capitech"), and the Security Agent, as amended by this Amendment. The Note held by Capitech is secured by the Agreement, but Capitech was not a signatory to the original Agreement.

On March 17, 2010, the Security Agent, pursuant to a Power of Attorney from the Company, assigned all right, title and interest in the Patents to the Secured Parties (the "Assignment"). The Assignment was recorded by the U.S. Patent and Trademark Office ("USPTO") on March 19, 2010. The parties have subsequently agreed to resolve all disputes between them by rescinding the Assignment, and having the Secured Parties assume their previous status as Secured Parties.

### AGREEMENT

In consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. Capitalized terms used herein and not defined herein shall have the respective meanings assigned to them in the Agreement.

2. The Company hereby reconfirms its grant of a security interest in accordance with the Agreement.

3. Section 3(h) of the Agreement is deleted in its entirety and is replaced by the following:

(h) Limitations on Dispositions of Collateral. The Company will not, without the prior written Consent of the Majority Holders, sell, transfer, license, lease or otherwise dispose of or grant any rights under any of the Collateral or any portion thereof (including, for avoidance of doubt, any Intellectual Property), or attempt, offer or contract to do so, except as and to the extent provided in that certain Second Amended and Restated Forbearance and Settlement Agreement, dated as of the date hereof.

4. Capitech shall be added as a Holder and shall continue its status as a Secured Party under the Agreement.

5. Except as modified herein, the Agreement is hereby confirmed, ratified and approved.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, as of the day and year first above written.

**COMPANY:**

SOLENA GROUP, INC.

By: [Signature]

Name: ROBERT A. DUNN

Title: President & CEO

**SECURED PARTIES:**

DTE ENERGY VENTURES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OPG VENTURES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HYDRO-QUÉBEC CAPITECH INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OCEAN LINES LIMITED, as Secured Party and as  
Security Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, as of the day and year first above written.

**COMPANY:**

SOLENA GROUP, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURED PARTIES:**

DTE ENERGY VENTURES, INC.

By: G. Arantha Subramaniam

Name: G. ARANTHA SUBRAMANIAM

Title: VICE PRESIDENT

OPG VENTURES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HYDRO-QUÉBEC CAPITECH INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OCEAN LINES LIMITED, as Secured Party and as Security Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, as of the day and year first above written.

**COMPANY:**

SOLENA GROUP, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURED PARTIES:**

DTE ENERGY VENTURES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OPG VENTURES, INC.

By:  \_\_\_\_\_

Name: ANDREW C. TEICHMAN

Title: EXECUTIVE DIRECTOR - INVESTMENTS

HYDRO-QUÉBEC CAPITECH INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OCEAN LINES LIMITED, as Secured Party and as  
Security Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, as of the day and year first above written.

**COMPANY:**

SOLENA GROUP, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURED PARTIES:**

DTE ENERGY VENTURES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OPG VENTURES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HYDRO-QUÉBEC CAPITECH INC.

By:  \_\_\_\_\_

Name: JEAN-HUGUES LAFLEUR

Title: PRESIDENT & CEO

OCEAN LINES LIMITED, as Secured Party and as  
Security Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, under seal, as of the day and year first above written.

**COMPANY:**

SOLENA GROUP, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURED PARTIES:**

DTE ENERGY VENTURES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OPG VENTURES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HYDRO-QUÉBEC CAPITECH INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OCEAN LINES LIMITED, as Secured Party and as  
Security Agent

By: Andrew Kuhn

Name: ANDREW KUHN

Title: PRESIDENT