

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
PAUL J HOWELL	07/30/2010
RECEIVING PARTY DATA	
Name:	FINANCE AUTHORITY OF MAINE
Street Address:	PO BOX 949
City:	Augusta
State/Country:	MAINE
Postal Code:	04332
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6570613
CORRESPONDENCE DATA	
Fax Number:	(207)623-0095
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	207-620-3520
Email:	croney@famemaine.com
Correspondent Name:	Finance Authority of Maine
Address Line 1:	PO Box 949
Address Line 2:	Attn. Christopher Roney
Address Line 4:	Augusta, MAINE 04332
ATTORNEY DOCKET NUMBER:	HOWELL
NAME OF SUBMITTER:	Christopher H. Roney
Total Attachments: 2 source=howell-001#page1.tif source=howell-001#page2.tif	

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REEL: 024767 FRAME: 0294

GENERAL PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT

1. **Assignment; Grant of Security Interest** Paul J. Howell, an individual residing at 28 Bruce Hill Road, Cumberland, ME 04022 (the "Guarantor"), hereby pledges and assigns to the Finance Authority of Maine ("FAME"), a body corporate and politic and a public instrumentality of the State of Maine, with a mailing address of 5 Community Drive, PO Box 949, Augusta, Maine 04332-0949 as collateral security and hereby grants to FAME a security interest in the following:

(a) Patent No. US 6,570,613 issued by the United States Patent Office on May 27, 2003, to Paul Howell, and all rights and interests (including intellectual property) associated therewith, and all proceeds and products thereof, and books and records relating thereto (the "Collateral").

2. **Description of Obligation Secured** The pledge and assignment herein made and the security interest hereby granted is made for the purpose of securing an indebtedness owed by the Guarantor to FAME under a Guaranty dated May 22, 2008, executed and delivered by Guarantor in connection with a loan from FAME to Howell, Ltd. (the "Guaranty").

3. **Title** Guarantor is the owner of the Collateral subject to this assignment to FAME and the security interest of FAME, but free from all other liens and encumbrances, and Guarantor shall pay any and all taxes or other governmental assessment thereon, but shall not have any right to further transfer the Collateral without FAME's written consent.

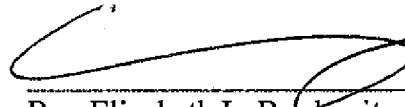
4. **Guarantor to Help Maintain Valid Security Interest** Guarantor shall do such acts as FAME may reasonably require from time to time to maintain a valid assignment of and security interest in the Collateral, free of all other liens and claims, to secure payment of Guarantor's indebtedness to FAME. Guarantor also agrees, at FAME's request, to execute such transfer or redemption documents as FAME may reasonably request in order to enforce its rights in the Collateral. FAME is hereby authorized to file any and all documents necessary with the Maine Secretary of State and/or the US Patent and Trademark Office to evidence this interest.

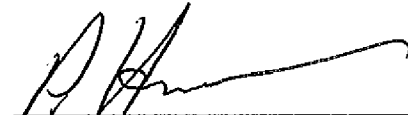
5. **Notice of Disposition of Collateral** Upon default, FAME shall have all of the rights of a Secured Party under the Maine Uniform Commercial Code. If any notification by FAME as Secured Party of an intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonably and properly given if mailed to the Guarantor at least ten (10) days before the disposition, postage prepaid, addressed to Guarantor at the address shown in Paragraph 1. FAME shall be permitted to exercise its rights in the Collateral in the event of a default under the Guaranty or any of the documents executed in connection therewith.

6. **Governing Law** Guarantor's and FAME's rights, duties, and obligations under this instrument shall, unless expressly prohibited or otherwise required by the laws of the State of Maine, be governed by the provisions of the Uniform Commercial Code of the State of Maine as in effect from time to time.

Witness:

FINANCE AUTHORITY OF MAINE


By: Elizabeth L. Bordowitz
Its: Chief Executive Officer


Paul J. Howell