

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
Altela, Inc.	10/07/2010
RECEIVING PARTY DATA	
Name:	North Shore Energy, LLC
Street Address:	1600 Glenarm
Internal Address:	Suite 3002
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11859731
CORRESPONDENCE DATA	
Fax Number:	(303)223-0943
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303.223.1143
Email:	rlow@bhfs.com
Correspondent Name:	Robert B. Low
Address Line 1:	410 Seventeenth Street
Address Line 2:	Suite 2200
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	10/7/10 DRS
NAME OF SUBMITTER:	Robert B. Low
Total Attachments: 5 source=Altela#page1.tif source=Altela#page2.tif	

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PATENT AND TRADEMARK COLLATERAL AGREEMENT

This Patent and Trademark Collateral Agreement (this "Agreement") is entered into effective this 7th day of October, 2010, by and between Altela, Inc. a Delaware corporation ("Debtor"), and North Shore Energy, LLC, a Delaware limited liability company ("Secured Party").

RECITALS

Debtor and Secured Party are parties to that certain Security Agreement dated October 1, 2010, as the same may be amended, restated, supplemented or modified from time to time (the "Security Agreement"). Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Patents (as defined in the Security Agreement), and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement).

AGREEMENT

To secure the payment and performance of all Obligations, Debtor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Registered Collateral"), whether presently existing or hereafter created or acquired:

(i) All of Debtor's right, title and interest (including common law rights and all state and federal registrations) in and to each Trademark, including without limitation, each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) each Patent, including, without limitation, the Patents (together with any reissues, continuations or extensions thereof) referred to in Schedule A annexed hereto;

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any Patent, trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending

without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each of the Secured Party and Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party and obligations of Debtor with respect to the security interest in the Registered Collateral described herein and made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Delaware.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent and Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALTELA, INC.

By Ned A. Godshall
Name: Ned A. Godshall
Title: President

Accepted and agreed to as of the date and year last above written.

NORTH SHORE ENERGY, LLC

By _____
Name: Steve Swanson
Title: President

1209

Signature Page to Patent and Trademark Collateral Security Agreement

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IN WITNESS WHEREOF, Debtor has caused this Patent and Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALTELA, INC.

By _____
Name: Ned A. Godshall
Title: President

Accepted and agreed to as of the date and year last above written.

NORTH SHORE ENERGY, LLC

By  _____
Name: Steve Swanson
Title: President

**SCHEDULE A
TO PATENT AND TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
ALTELARAIN	3616518	MAY 5, 2009
ALTELA	3616517	MAY 5, 2009

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
SOLARRAIN	77857460	OCTOBER 26, 2009

PENDING FEDERAL PATENT APPLICATIONS

DESCRIPTION	APPLICATION AND SERIAL NUMBER.	FILED
NOVEL ENHANCED SYSTEMS, PROCESSES AND METHODOLOGIES FOR PRODUCING CLEAN WATER AND PRODUCTS THEREBY	20080073200 11/859731	SEPTEMBER 21, 2007