

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 03/31/2012)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

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)

Adapco, Inc.

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

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

Execution Date(s) February, 2012

- ☐ 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: SunTrust Bank

Internal Address: _____

Street Address: 200 South Orange Avenue

SOAB 5; MC 2052

City: Orlando

State: Florida

Country: USA Zip 32801

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)

B. Patent No.(s)

5,667,558; 6,669,105; 6,698,461; 6,799,740; 6,926,211; 6,968,871;
7,143,980; 7,213,772; 7,322,384; 7,572,107

Additional numbers attached? ☐ Yes ☒ No

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

Name: Charles T. Brumback, Jr., Esq.

Internal Address: _____

Street Address: 420 South Orange Avenue, 12th Floor

City: Orlando

State: Florida Zip 32801

Phone Number: (407)419 8558

Fax Number: (407)254-4242

Email Address: charles.brumbach@akerman.com

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 1.21(h) & 3.41) \$400.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-0951

Authorized User Name Charles T. Brumback

9. Signature:

Charles T. Brumback, Jr.

Signature

2.13.12

Date

Charles T. Brumback, Jr.
Name of Person Signing

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

8

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

**INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, substituted, extended or restated, from time to time, this "**Agreement**"), dated as of February 13, 2012, between **ADAPCO, INC.**, a Florida corporation, **RED RIVER SPECIALTIES, INC.**, a Louisiana corporation and **TOWNSEND CHEMICAL, LLC**, an Indiana limited liability company (collectively the "**Assignors**"), and **SUNTRUST BANK**, a Georgia corporation (the "**Secured Party**") 200 S. Orange Avenue, SOAB 5; MC 2052, Orlando, FL 32801.

WITNESSETH:

WHEREAS, the Assignors are the owners of the Intellectual Property (as defined below) including the Intellectual Property listed on **Schedule A** hereto; and

WHEREAS, the Assignors, as borrowers, and the Secured Party, as lender, are parties to that certain Revolving Credit and Term Loan Agreement dated December 20, 2011 (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "**Credit Agreement**") pursuant to which the Bank extended certain loans (the "**Loans**") to the Assignors; and

WHEREAS, in order to secure the payment and performance of the Loans and the other Obligations (as defined in the Security Agreement) of the Assignors to the Secured Party, the Assignors executed and delivered to the Secured Party a Security Agreement dated as of December 20, 2011 (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "**Security Agreement**") granting to the Secured Party a security interest in most of the Assignors' assets, including, without limitation, the Intellectual Property listed on **Schedule A**; and

WHEREAS, it is a condition to the Secured Party entering into the Credit Agreement and continuing to make any loans thereunder or otherwise extending credit to the Assignors in connection therewith that the Assignors execute and deliver to Secured Party this Agreement in order to supplement the provisions contained in the Security Agreement relating to the security interest of the Secured Party in the Intellectual Property and in order to fully perfect such security interest by filing with the PTO (as defined below), to the extent such security interest may be perfected by such filing.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** Capitalized terms used herein (including in the preamble and recitals above) and not otherwise defined herein shall have the respective meanings provided therefor in the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1:

"Collateral" – All of the Assignors' right, title and interest in and to all of the Intellectual Property, including the Intellectual Property listed on **Schedule A** attached hereto, and the Proceeds thereof.

"Intellectual Property" The Patents, Patent Licenses, Trademarks, Trademark Licenses, and Trademark Rights.

"Patent License" – Any written agreement now or hereafter in existence granting to an Assignor any right to use any invention on which a Patent is in existence, including, without limitation, the agreements identified on Schedule A, if any.

"Patents" – Any and all of the following: (a) all patents patent applicants, and patentable inventions, including, without limitation, those identified on Schedule A attached hereto, and all of the inventions and improvements described and claimed therein; (b) all continuations, divisions, renewals, extensions, modifications, substitutions, continuations-in-part, or reissues of any of the foregoing; (c) all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all other rights in and relating to any of the foregoing throughout the world; in each case, whether now owned or hereafter acquired by the Assignors.

"Proceeds" – Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Collateral, any value received as a consequence of the ownership, possession, use or practice of any Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Collateral.

"PTO" – The United States Patent and Trademark Office, or any successor thereto.

"Trademark License" – Any written agreement now or hereafter in existence granting to an Assignor any right to use any Trademark, including, without limitation, the agreements identified on Schedule A, if any.

"Trademark Rights" – Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Party for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A, to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals for the Trademarks, including those listed on Schedule A.

"Trademarks" – All of the of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the PTO or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including, without limitation, those identified in Schedule A, if any; (b) all reissues, extensions, and renewals thereof; (c) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Assignors.

2. **Grant of Security Interest.** To secure the prompt payment and performance in full of all of the Obligations, the Assignors hereby grant and collaterally assign to the Secured Party, A CONTINUING SECURITY INTEREST IN ALL OF THE COLLATERAL. THE SECURED PARTY ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH EITHER ASSIGNOR IS A PARTY RELATING TO THE COLLATERAL.

3. **Acknowledgement of Security Agreement.** This Agreement has been executed and delivered by the Assignors for the purpose of recording the grant of security interest herein with the PTO and any and all appropriate foreign Governmental Authorities. The security interest granted hereby has been granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms. The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein), are incorporated by reference herein as if fully set forth herein, including, without limitation, (i) the irrevocable power of attorney granted in the Security Agreement (after the occurrence and during the continuance of an event of default) and (ii) the obligation and covenant of the Assignors to provide prompt written notice to the Secured Party of obtaining any additional Intellectual Property and to execute and deliver to the Secured Party an additional intellectual property security agreement, in form and substance satisfactory to the Secured Party, with respect thereto for filing with the PTO. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. **Secured Party's Use of Collateral.** Assignors agree that the Secured Party's use of the Collateral, including without limitation, the Intellectual Property listed on Schedule A, as authorized hereunder and in the Security Agreement or the Credit Agreement, in connection with the Secured Party's exercise of its rights and remedies shall be coextensive with Assignors' rights thereunder and Secured Party shall have no liability for royalties and other related charges upon exercise of such rights and remedies.

5. **Filing With PTO; Financing Statements.** Assignors hereby specifically consent to the filing of this Agreement, or a duplicate original thereof with the PTO, from time to time, and the filing of a duplicate of this Agreement and/or one or more financing statement(s) describing the Collateral, or amendments or continuations thereof, in any other jurisdictions and locations deemed advisable or necessary in Secured Party's sole discretion to protect and perfect and put the public on notice of the Secured Party's security interest and rights in the Collateral. Assignors shall pay all costs of any such filings to perfect or maintain the security interest granted hereunder and hereby agree to indemnify and hold Secured Party harmless from and against the same.

6. **Termination.** When all of the Obligations (other than inchoate obligations including indemnity obligations) shall have been paid and performed in full and all obligations of Secured Party to make Advances (as defined in the Credit Agreement) under the Credit Agreement shall have been expired or terminated, this Agreement shall terminate and the Secured Party shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments, releases and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Collateral previously granted, assigned, transferred and conveyed to the Secured Party by the Assignors pursuant to this Agreement, as fully as if this Agreement had not

been made, subject to any disposition of all or any part thereof which may have been made by the Secured Party in accordance with the Credit Agreement and the Security Agreement.

7. **Counterparts; Effectiveness.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one in the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email transmission shall be effective as a delivery of a manually executed counterpart of this Agreement.

8. **Governing Law.** THIS AGREEMENT SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

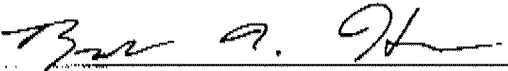
[Signatures on next page]

**SIGNATURE PAGE TO INTELLECTUAL PROPERTY
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**


IN WITNESS WHEREOF, this Intellectual Property Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

ASSIGNORS:

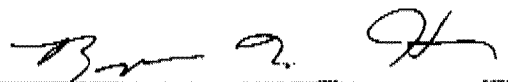
ADAPCO, INC., a Florida corporation

By: 
Name: Brandon W. Halm
Title: Secretary and Treasurer

RED RIVER SPECIALTIES, INC., a Louisiana corporation

By: 
Name: Brandon W. Halm
Title: Secretary and Treasurer

TOWNSEND CHEMICAL, LLC

By: 
Name: Brandon W. Halm
Title: Secretary and Treasurer

SECURED PARTY:

SUNTRUST BANK

By: _____
Shawn Wilson
Vice President

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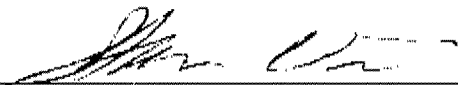
By: _____
Name: Brandon W. Halm
Title: Secretary and Treasurer

TOWNSEND CHEMICAL, LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

SUNTRUST BANK

By:  _____
Shawn Wilson
Vice President

SCHEDULE A**INTELLECTUAL PROPERTY COLLATERAL****PATENTS:**

ASSIGNOR (OWNER)	PATENT NO.	PATENT NAME	REGISTRATION DATE
ADAPCO, Inc.	5,667,558	Apparatus and associated method for reducing an undesired constituent of gas associated with wastewater	9/16/1997
ADAPCO, Inc.	6,669,105	Closed-loop mosquito insecticide delivery system and method	12/30/2003
ADAPCO, Inc.	6,698,461	Hazardous materials transfer system and method	3/2/2004
ADAPCO, Inc.	6,799,740	Chemical application and flight guidance control system and method	10/5/2004
ADAPCO, Inc.	6,926,211	Closed-loop mosquito insecticide delivery system and method	8/9/2005
ADAPCO, Inc.	6,968,871	Hazardous materials transfer system and method	11/29/2005
ADAPCO, Inc.	7,143,980	Aerial chemical application and control method	12/5/2006
ADAPCO, Inc.	7,213,772	Spray delivery system	5/8/2007
ADAPCO, Inc.	7,322,384	Hazardous fluids transfer system and method	1/29/2008
ADAPCO, Inc.	7,572,107	Ultra low volume chemical delivery system and method	8/11/2009

TRADEMARKS:

Property	Applicant	Application Date	Status
Federal Trademark Application for the Mark "SURF AX 100" U.S. Reg. No. 3,161,809	Townsend Chemical, LLC	April 16, 2005	Published August 8, 2006 Formal Certificate Issued October 24, 2006
Federal Trademark Application for the Mark "ULTRA SURF 100" U.S. Reg. No. 3,161,810	Townsend Chemical, LLC	April 16, 2005	Published August 8, 2006 Formal Certificate Issued October 24, 2006
Federal Service Mark Application for the Mark "TANK KLUX 414" U.S. Reg. No. 3,415,704	Townsend Chemical, LLC	June 12, 2005	Published September 26, 2006; Formal Certificate issued April 22, 2008
U.S. Trademark Application for the Mark "ROUX SOFT 417 FC" U.S. Reg. No. 3,438,230	Townsend Chemical, LLC	June 7, 2006	Published July 10, 2007; Registered May 27, 2008
U.S. Trademark Application for the Mark "TRAIL-PAK" U.S. Reg. No. 3,451,273	Townsend Chemical, LLC	June 7, 2006	Published August 7, 2007 Formal Certificate Issued June 17, 2008