

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
Christopher Rider	09/12/2012
RECEIVING PARTY DATA	
Name:	Pentucket Bank
Street Address:	One Merrimack Street
City:	Haverhill
State/Country:	MASSACHUSETTS
Postal Code:	01830
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12931838
CORRESPONDENCE DATA	
Fax Number:	6036255650
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	603-628-1461
Email:	scott.rand@mclane.com
Correspondent Name:	Scott C. Rand
Address Line 1:	900 Elm Street
Address Line 4:	Manchester, NEW HAMPSHIRE 03101
NAME OF SUBMITTER:	Scott C. Rand
Total Attachments: 9 source=6097513_1#page1.tif source=6097513_1#page2.tif source=6097513_1#page3.tif source=6097513_1#page4.tif source=6097513_1#page5.tif source=6097513_1#page6.tif source=6097513_1#page7.tif source=6097513_1#page8.tif source=6097513_1#page9.tif	

OP \$40.00 12931838

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 12, 2012, given by **Christopher Rider**, an individual with a mailing address of Tenney Road, Sandown, NH 03873 ("Debtor"); in favor of **Pentucket Bank** with an address of One Merrimack Street, Haverhill, MA 01830 ("Secured Party").

Recitals:

The Debtor has duly authorized, executed and delivered to the Secured Party (a) that certain Commercial Guaranty (the "Guaranty") pursuant to which it unconditionally guaranteed two commercial loans extended on or about November 12, 2009 by the Secured Party to DirtGlue Enterprises ("Borrower") in the original principal amounts of \$350,000 and \$100,000 (the "Loans"), and (b) that certain Assignment and Assumption Agreement by and among Borrower, DirtGlue Enterprises LLC, the Debtor, and TerraFirmer Corporation and the Secured Party dated on or about September __, 2012 (the "Assumption Agreement"), pursuant to which, among other things, DirtGlue Enterprises LLC confirmed its assumption and guaranty of the Loans, Debtor reaffirmed its guaranty of the Loans and Debtor agreed to deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of and as an inducement to the Secured Party as more particularly described in the Assumption Agreement, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Security Agreements. In addition, the following terms shall have the meanings set forth in this Section 1:

"Loans" means two commercial loans extended on or about November 12, 2009 by the Secured Party to DirtGlue Enterprises ("Borrower") in the original principal amounts of \$350,000 and \$100,000 and each and every document related thereto.

"Obligations" means all interest, fees, debts, liabilities, obligations, agreements, undertakings, covenants and duties, of every kind and description, owing or to be performed or observed by Debtor to or in favor of Secured Lender related to the Loans direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

"PTO" shall mean the United States Patent and Trademark Office.

"Patents" shall mean all of the following now or hereafter owned by Debtor: (i) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; (ii) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof; (iii) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and (iv) the right (but not the obligation) to make and prosecute applications for such Patents in the name of Debtor or Secured Party. Patents shall include but not be limited to those set forth on Schedule A attached hereto.

"Patent Collateral" shall mean all of Debtor's right, title and interest in and to all of the Patents, the Patent License Rights, and the Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

"Patent License Rights" shall mean any and all past, present or future rights and interests of Debtor pursuant to any and all past, present and future licensing agreements in favor of Debtor, or to which Debtor is a party, pertaining to any Patents or Patent Rights, owned or used by third parties in the past, present or future, including the right to enforce, sue and recover for, any past, present or future breach or violation of any such agreements.

"Patent Rights" shall mean any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of Debtor or Secured Party for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and 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; and the Patent License Rights.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property that constitutes Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent 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 Patent Collateral.

2. GRANT OF SECURITY INTEREST; COLLATERAL ASSIGNMENT.

2.1 Grant of Security Interest. As security for the complete and timely payment, performance and satisfaction of all Obligations, Debtor hereby unconditionally assigns, transfers and conveys to Secured Party, and grants to Secured Party a continuing security interest in and mortgage on, the Patent Collateral.

2.2 Termination. Upon the payment in full of the Obligations and the expiration of any obligation of the Secured Party to extend credit to the Borrower and DirtGlue Enterprises, LLC, this Agreement and the rights and powers of Secured Party hereunder shall terminate. Upon any such termination Secured Party shall, at Debtor's sole cost and expense, execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR. Debtor represents and warrants to, and covenants and agrees with, Secured Party, as follows:

3.1 Title. Debtor, at its sole cost and expense, shall take all actions necessary to defend its right, title and interests in and to the Patents and the Patent Collateral against claims of any third parties.

3.2 Maintenance of Patent Collateral. Debtor, at its sole cost and expense, shall take all actions (including but not limited to institution and maintenance of suits, proceedings or actions) necessary to maintain, protect, prosecute, preserve, care for and enforce the Patent Collateral. Without limiting the generality of the foregoing, the Debtor shall pay when due such fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patent Collateral. The Debtor shall not abandon or dedicate to the public any of the Patent or Patent Rights, nor do any act or omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any Patent or related Patent Right or loss of or adverse effect on any rights in any Patent or related Patent Right.

3.3 No Infringements. There is at present no infringement or unauthorized or improper use of the Patents or the Patent License Rights or the Patent Rights related thereto. In the event any such infringement or unauthorized or improper use by any third party has been reasonably established by Debtor, Debtor shall promptly notify Secured Party.

3.4 Filing for Perfection of Interest. Debtor acknowledges and agrees that Secured Party may cause this Agreement to be recorded with the PTO at Debtor's sole cost and expense.

4. RIGHTS OF AND LIMITATIONS ON SECURED PARTY. It is expressly agreed by Debtor that Debtor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Patent Collateral. Secured Party shall not have any obligation or liability under or in relation to the Patent Collateral by reason of the execution and delivery of or arising out of this Agreement and Secured Party's rights hereunder, or the grant of a security interest by Debtor to Secured Party of, or the receipt in accordance with this Agreement by Secured Party of, any payment relating to any Patents, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Debtor relating to the Patent Collateral or be liable to any party on account of Debtor's use of the Patent Collateral.

5. REMEDIES UPON AN EVENT OF DEFAULT. Upon the occurrence of and during the continuation of an Event of Default:

(a) Secured Party may declare all Obligations secured hereby immediately due and payable and shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as now in effect in the Commonwealth of Massachusetts or under other applicable law.

(b) Secured Party may notify any obligors with respect to the Patent Collateral of Secured Party's security interest and that such obligors are to make payments directly to Secured Party. Secured Party may send this notice in Debtor's name or in Secured Party's name, and at Secured Party's request Debtor will join in Secured Party's notice, provide written confirmation of Secured Party's security interest and request that payment be sent to Secured Party. Secured Party may enforce this obligation by specific performance. Secured Party may collect all amounts due from such obligors. Upon and after notification by Secured Party to Debtor, Debtor shall hold any proceeds and collections of any of the Patent Collateral in trust for Secured Party and shall not commingle such proceeds or collections with any other of Debtor's funds, and Debtor shall deliver all such proceeds to Secured Party immediately upon Debtor's receipt thereof in the identical form received and duly endorsed or assigned to Secured Party.

(c) Secured Party will give to Debtor reasonable notice of the time and place of any public sale of Patent Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Such requirement of reasonable notice shall be met if such notice is delivered to the address of Debtor set forth in this Agreement at least ten (10) days before the time of the proposed sale or disposition. Any such sale may take place from Debtor's location or such other location as Secured Party may designate. Debtor shall remain liable for any deficiency in payment of the Obligations after any such sale.

(d) No Obligation of Secured Party. Nothing herein shall be construed as obligating Secured Party to take any of the foregoing actions at any time.

6. LIABILITIES, INDEMNITY AND COSTS.

6.1 Liability for Uses of Patent Collateral. Debtor shall be liable for any and all uses or misuses of and the practice, manufacture, sales (or other transfers or dispositions) of any of the Patent Collateral by Debtor and its affiliates. Debtor shall also be exclusively liable for any claim, suit, loss, damage, expense or liability arising out of or in connection with the fault, negligence, acts or omissions of Debtor (regardless of whether such fault, negligence, acts or omissions occurred or occur prior to or after such license termination).

6.2 License Agreement Obligations. Nothing in this Agreement shall relieve Debtor from any performance of any covenant, agreement or obligation of Debtor under any license agreement now or hereafter in effect licensing any part of the Patent Collateral, or from any liability to any licensee or licensor under any such license agreement or to any other party, or shall impose any liability on Secured Party for any act or omission of Debtor in connection with any such license agreement.

7. POWER OF ATTORNEY. Debtor hereby grants to Secured Party, and any officer or agent of Secured Party as Secured Party may designate in its sole discretion, a power of attorney, thereby constituting and appointing Secured Party (and Secured Party's designee) its true and lawful attorney-in-law and attorney-in-fact, effective upon the occurrence and during the continuation of an event of default under any of the Financing Documents or any document or agreement related thereto, for the purpose of assigning, selling, licensing or otherwise transferring or disposing of all right, title and interest of Debtor in and to any of the Patent Collateral in accordance with the terms hereof. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of the foregoing power of attorney. The foregoing power of attorney is coupled with an interest and is irrevocable until this Agreement shall terminate.

8. GENERAL PROVISIONS.

8.1 Specific Enforcement. Due to the unique nature of the Patent Collateral, and in order to preserve its value, Debtor agrees that Debtor's agreements, duties and obligations under this Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

8.2 Further Acts. On a continuing basis, Debtor at its sole cost and expense shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

8.3 Authorization to Supplement. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent used by or usable in the business of DirtGlue Enterprises, LLC or TerraFirmer Corporation, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 8.3, Debtor authorizes Secured Party, at Debtor's sole cost and expense, to unilaterally modify this Agreement by amending Schedule A to include any such new patent rights. Notwithstanding

the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Debtor has executed this Patent Security Agreement as an instrument under seal as of the date set forth in the first paragraph of this Agreement.

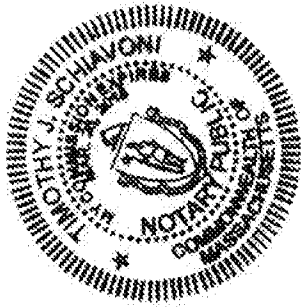
DEBTOR:



Christopher Rider

STATE OF MASSACHUSETTS
COUNTY OF ESSEX

On this the 12 day of September, 2012, before me, _____, the undersigned officer, personally appeared Christopher Rider executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.




Notary Public Timothy J. Schiavoni
My Commission Expires: 3/26/15

SECURED PARTY:

PENTUCKET BANK

By: 
Name: Eric Kestelitz
Title: Vice President

SIGNATURE PAGE

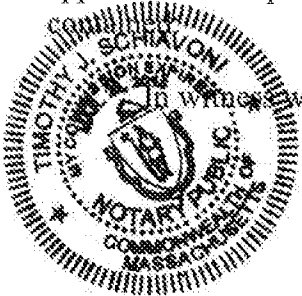
IN WITNESS WHEREOF, Debtor has executed this Patent Security Agreement as an instrument under seal as of the date set forth in the first paragraph of this Agreement.

DEBTOR:


Christopher Rider

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX


On this the 12th day of September, 2012, before me, the undersigned officer, personally appeared Christopher Rider and executed the foregoing instrument for the purposes therein



In witness whereof, I hereunto set my hand and official seal.


Timothy J. Schiavoni, Notary Public
My Commission Expires: 03/26/15

PENTUCKET BANK:


By: Eric M. White, VP

SCHEDULE A

PATENTS, PATENT LICENSE RIGHTS AND PATENT RIGHTS

Application No.	Filing Date	Inventor(s)	Title
12/931,838	February 11, 2011	Lawrence James Guilbault Christopher Rider	IMPROVED COMPOSITION FOR CHEMICAL IMPROVEMENT OF SOIL AND ROAD BASE MATERIALS*

* The application as published by the PTO identified the title of the Patent as: "COMPOSITION FOR CHEMICAL IMPROVEMENT OF SOIL AND ROAD BASE MATERIALS"