

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KIVA CORPORATION		04/21/2006	CORPORATION:
ENVIRON HOLDINGS, INC.		04/21/2006	CORPORATION:
ENVIRON PRODUCTS, INC.		04/21/2006	CORPORATION:
MICHAEL C WEBB		04/21/2006	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST COMPANY
Street Address:	1100 N. Market Street
Internal Address:	Rodney Square North, Attn: Anthony D'Imperio
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890-0001
Entity Type:	Banking and Trust Company: DELAWARE

Name:	WILMINGTON TRUST OF PENNSYLVANIA
Street Address:	795 East Lancaster Avenue
Internal Address:	Attn: Anthony D'Imperio
City:	Villanova
State/Country:	PENNSYLVANIA
Postal Code:	19085
Entity Type:	Banking Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78658558	GEO-VAC
Serial Number:	76594855	E-REZ
Serial Number:	76431276	THERMAFLEX
Serial Number:	76417445	ENVIROLITE

CH \$240.00 78658558

Serial Number:	75340373	INTERON
Serial Number:	75341289	SNUFFER
Serial Number:	78674149	TYREZ
Serial Number:	76594854	KIVA
Serial Number:	76594853	ENVIROVAC

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: 2001 Market St
Address Line 2: Two Commerce Square, Suite 2700
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	05/22/2006

Total Attachments: 29

source=KIVA CORP - WILMINGTON TRUST 5-18#page1.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page2.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page3.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page4.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page5.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page6.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page7.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page8.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page9.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page10.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page11.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page12.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page13.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page14.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page15.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page16.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page17.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page18.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page19.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page20.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page21.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page22.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page23.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page24.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page25.tif
source=KIVA CORP - WILMINGTON TRUST 5-18#page26.tif

source=KIVA CORP - WILMINGTON TRUST 5-18#page27.tif

source=KIVA CORP - WILMINGTON TRUST 5-18#page28.tif

source=KIVA CORP - WILMINGTON TRUST 5-18#page29.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made on the 21st day of April 2006, between **KIVA CORPORATION, ENVIRON HOLDINGS, INC., ENVIRON PRODUCTS, INC.** and **MICHAEL C. WEBB** (collectively, the "Grantors"), and **WILMINGTON TRUST OF PENNSYLVANIA**, a Pennsylvania banking corporation ("WTPa") and **WILMINGTON TRUST COMPANY**, a Delaware chartered bank and trust company ("WTC") (WTPa and WTC collectively, the "Bank").

BACKGROUND

A. WHEREAS, the Grantors and the Bank are parties to that certain Forbearance And Amendment To Loan Documents Agreement (the "Forbearance Agreement"), pursuant to which the Grantors have granted to the Bank security interests in, *inter alia*, all right, title and interest of the Grantors in and to all presently existing or hereafter created or acquired Intellectual Property, including, but not limited to, any and all of the Grantors' licenses, copyrights, service marks, Trademarks, Patents, service marks, collective membership marks, registrations and application for each, including, without limitation, licences, fees or royalties with respect to each, the right to sue for past and future infringement, dilution and damages thereof, licenses thereunder, all as presently existing or hereafter arising or acquired (as hereinafter defined) and Tradenames and Patents, applications for Patents, applications for Tradenames, licenses to secure the payment and performance in full of all of the obligations and indebtedness as defined in the Forbearance Agreement; and

B. WHEREAS, this Security Agreement is supplemental to the provisions contained in the Forbearance Agreement; and

C. WHEREAS, the Grantors have determined that the execution, delivery and performance of this Security Agreement is in its best interests; and

D. WHEREAS, all capitalized terms contained in Section 1 of this Security Agreement and used hereinafter shall have the meanings ascribed to them in the revised Article 9 of the Uniform Commercial Code for Pennsylvania (the "Uniform Commercial Code"), unless the context requires otherwise. Other capitalized terms which are used herein without definition shall have the meanings ascribed to them in the Forbearance Agreement.

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

Section 1: DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Forbearance Agreement. The following terms shall have the meanings set forth below:

1.1 **“Trademarks”** means (a) all of the Grantors’ right, title and interest in and to trademarks, trade names, corporate names, company names, business names, fictitious business names, all elements of package or trade dress goods, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, whether now owned or hereafter created or acquired by the Grantors, including, without limitation, those described on **Schedule A** hereto, (b) all reissues, extensions or renewals thereof (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages or payments for past, present or future infringement or dilution or any of the foregoing, (d) the right to sue for past, present and future infringement or dilution 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.

1.2 **“Patents”** means (a) all of the Grantors’ right, title and interest in and to patents or applications for patents, whether now owned or hereafter created or acquired by the Grantors, including, without limitation, those described on **Schedule B** hereto, (b) all reissues, extensions or renewals thereof, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages or payments for past, present or future infringement or dilution of any of the foregoing, (d) the right to sue for past, present and future infringement or dilution 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.

1.3 **“Obligations”** means each and every debt, liability and obligation of every type and description arising under or in connection with any of the Existing Loan Documents, the Forbearance Documents, the Forbearance Agreement and this Security Agreement which the Borrowers may now or at any time hereinafter owe to the Bank, whether such debt, liability or obligation now exists or is hereinafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including, specifically, but not limited to, the obligation as defined in the Existing Loan Documents, the Forbearance Documents, the Forbearance Agreement and this Security Agreement.

Section 2: GRANT OF SECURITY INTEREST.

2.1 **Security Interest; Assignment of Trademarks and Patents.** As security for the payment and performance in full of all of the Obligations, the Grantors hereby (a) unconditionally grant to the Bank a continuing security interest in and first priority lien (except subject to Permitted Liens, if any) on all of its right, title and interest in and to the Trademarks and Patents, whether presently existing or hereafter created or acquired, and pledge and mortgage (but do not transfer title to) its right, title and interest to such Trademarks and Patents. In addition, the Grantors hereby agree upon the request of the Bank following and during the continuance of an Event of Default, to execute, and in addition hereby confirm that, pursuant to Section 9 hereof, the Grantors have constituted and appointed the Bank as its true and lawful attorney in fact to execute on the Grantors’ behalf, an assignment of such Trademarks and Patents in substantially the form of Exhibit 1 hereto (the “Assignment of Trademarks”) and

in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). The Grantors hereby authorize the Bank to complete as Assignee and record with the United States Patent and Trademark Office and any other relevant authority the Assignment of Trademarks and Assignment of Patents upon the occurrence and during the continuance of an Event of Default and/or default and the lawful exercise of the Bank's remedies under this Security Agreement, the Forbearance Agreement, the Existing Loan Documents and/or the Forbearance Documents.

2.2 **Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Trademarks and Patents provided in Section 2.1 hereof, the Grantors further grants, assigns, transfers, conveys and sets over to the Bank its entire right, title and interest in and to the Trademarks and Patents; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only after the occurrence of both of the following: (1) upon or after the occurrence and during the continuance of an Event of Default and/or default and (2) either (a) upon the written demand of the Bank at any time during such continuance or (b) immediately and automatically (without notice or action of any kind by the Bank) upon an Event of Default for which acceleration of the Loans is automatic under the Forbearance Agreement and/or the Existing Loan Documents and/or the Forbearance Documents and/or this Security Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Forbearance Agreement and/or the Existing Loan Documents and/or the Forbearance Documents and/or this Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Grantors to the Bank or its nominee in lieu of foreclosure).

2.3 **Supplemental to Existing Loan Documents, Forbearance Agreement and Forbearance Documents.** The Forbearance Agreement, the Existing Loan Documents, and the Forbearance Documents and all rights and interests of the Bank in and to the Collateral (including the Trademarks and Patents) thereunder are hereby ratified and confirmed in all respects. In no event shall this Security Agreement, the grant, assignment, transfer and conveyance of the Trademarks and Patents hereunder, or the recordation of this Security Agreement (or any document hereunder) with the United States Patent and Trademark Office or any other relevant authority, adversely affect or impair, in any way or to any extent, the Forbearance Agreement, the Existing Loan Documents and/or the Forbearance Documents the security interest of the Bank in the Collateral (including the Trademarks and/or Patents) pursuant to the Forbearance Agreement, the Existing Loan Documents, the Forbearance Documents and this Security Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Trademarks and/or Patents), or any present or future rights and interests of the Bank in and to the Collateral under or in connection with the Forbearance Agreement, the Existing Loan Documents, the Forbearance Documents, this Security Agreement or the Uniform Commercial Code. Any and all rights and interests of the Bank in and to the Trademarks and/or Patents (and any and all obligations of the Grantors with respect to the Trademarks and/or Patents) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Bank (and the obligations of the Grantors) in, to or with respect to the Collateral (including the Trademarks and/or Patents) provided in or arising under or in connection with the Forbearance Agreement, the Existing Loan Documents, and/or the Forbearance Documents and shall not be in derogation thereof.

Section 3: REPRESENTATIONS, WARRANTIES AND COVENANTS.

3.1 The Grantors represent, warrant and covenant that (a) Schedule A sets forth a true and complete list of all registrations and applications for Trademarks now owned by the Grantors, and Schedule B sets forth a true and complete list of all Patents and applications for Patents now owned by the Grantors; (b) the Trademarks and Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no threatened or pending litigation or proceeding of which the Grantors have received actual notice concerning the validity or enforceability of the Trademarks and Patents; (c) to the Grantors' knowledge, each of the Trademarks and Patents is valid and enforceable; (d) to the Grantors' knowledge, there is no infringement by any Person of the Trademarks and Patents; (e) to the Grantors' knowledge, no claim has been made that the use of any of the Trademarks and Patents violates the rights of any Person, and to the Grantors' knowledge, none of the Trademarks and Patents infringes the trademark and patent rights of a Person; (f) for all Trademarks and Patents listed on Schedules A and B, the Grantors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to such Trademarks and Patents, free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Grantors not to sue third persons (other than the security interest and assignment created by the Forbearance Agreement and this Security Agreement and the Existing Loan Documents and/or Forbearance Documents and/or Permitted Liens); (g) the Grantors have the unqualified right to enter into this Security Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable it to comply with the covenants herein contained; (h) the Grantors have used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks and Patents; (i) the Grantors have used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks and Patents; (k) this Security Agreement, together with the Forbearance Agreement and/or the Existing Loan Documents and/or Forbearance Documents, continues in favor of the Bank a valid and perfected first priority security interest in the Trademarks and Patents, and no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Grantors or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Security Agreement by the Grantors, or (ii) for the perfection of or the exercise by the Bank of any of its rights and remedies hereunder.

Section 4: NO TRANSFER OR INCONSISTENT AGREEMENTS.

4.1 Without the Bank's prior written consent, the Grantors will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, or alienate any of the Trademarks and/or Patents, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Grantors' obligations under this Security Agreement or the Forbearance Agreement or the Existing Loan Documents or the Forbearance Documents.

Section 5: AFTER-ACQUIRED TRADEMARKS AND PATENTS.

5.1 **After-Acquired Trademarks and Patents.** If, before the Obligations shall have been finally paid and satisfied in full, the Grantors shall obtain any right, title or interest in or to any other or new Trademarks and/or Patents, the provisions of this Security Agreement shall automatically apply thereto and the Grantors shall, on the anniversary date of this Security Agreement, provide to the Bank notice thereof in writing and execute and deliver to the Bank such documents or instruments as the Bank may reasonably request further to implement, preserve or evidence the Bank's interest therein.

5.2 **Amendment to Schedule.** The Grantors authorizes the Bank to modify this Security Agreement and the Assignment of Trademarks and/or the Assignment of Patents, without the necessity of the Grantors' further approval or signature, by amending Schedule A and Schedule B hereto and the Annex to the Assignment of Trademarks and the Annex to the Assignment of Patents to include any future or other Trademarks and/or Patents under Section 2 or Section 5 hereof.

Section 6: TRADEMARK AND PATENT PROSECUTION.

6.1 **Grantors Responsible.** The Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and/or Patents, and shall hold the Bank harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Bank in connection with the Bank's interest in the Trademarks and/or Patents or any other action or failure to act in connection with this Security Agreement and/or the Forbearance Agreement and/or the Existing Loan Documents and/or the Forbearance Documents or the transactions contemplated hereby. In respect of such responsibility, the Grantors shall retain trademark and/or patents counsel reasonably acceptable to the Bank.

6.2 **Grantors' Duties, etc.** The Grantors shall have the right and the duty, through trademark and/or patents counsel reasonably acceptable to the Bank, to prosecute diligently before the United States Patent and Trademark Office any applications for registration of Trademarks and/or Patents pending as of the date of this Security Agreement or thereafter, to preserve and maintain all rights in the registered Trademarks and/or Patents, including the filing of appropriate renewal applications and other instruments to maintain in effect the registered Trademarks and/or Patents and the payment when due of all renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to such registered Trademarks and/or Patents. Any expenses incurred in connection with such applications and actions shall be borne solely by the Grantors. The Grantors shall not intentionally abandon any filed application for a Trademark and/or Patent, or any registered Trademark and/or Patents, without the consent of the Bank, which consent shall not be unreasonably withheld.

6.3 **Grantors' Enforcement Rights.** Subject to the requirements of Section 6.4 below, the Grantors shall have the right to bring suit or other action in the Grantors' own name to maintain and enforce the Trademarks and/or Patents.

6.4 **Protection of Trademarks and Patents.** In general, the Grantors shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be commercially reasonable to properly maintain, protect, preserve, care for and enforce the Trademarks and/or Patents except where a failure to do so would have no material adverse effect on the business, assets or financial condition of the Grantors. The Grantors shall not take or fail to take any action, or permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Trademarks and/or Patents except where a failure to do so would have no material adverse effect on the business, assets or financial condition of the Grantors.

6.5 **Notification by Grantors.** Promptly upon obtaining knowledge thereof, the Grantors will notify the Bank in writing of the institution of, or any final adverse determination in, any proceeding in the United States Patent and Trademark Office or any similar office or agency of the United States, or any court, regarding the validity of any of the Trademarks and/or Patents or of the Grantors' right, title or interest in and to Trademarks and/or Patents, and of any event that does or reasonably could materially adversely affect the value of any of the Trademarks and/or Patents, the ability of the Grantors or the Bank to dispose of any of the Trademarks and/or Patents or the rights and remedies of the Bank in relation thereto (including but not limited to the levy of any legal process against any of the Trademarks and/or Patents).

Section 7: REMEDIES.

7.1 Upon the occurrence and during the continuance of an Event of Default or default pursuant to the Existing Loan Documents, the Forbearance Agreement, the Forbearance Documents and/or this Security Agreement, the Bank shall have, in addition to all other rights and remedies given it by this Security Agreement (including, without limitation, those set forth in Section 2.2) and/or the Forbearance Agreement and/or the Existing Loan Documents and/or the Forbearance Agreement and/or this Security Agreement and/or the Existing Loan Documents and/or the Forbearance Documents those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademarks and/or Patents, or any interest that the Grantors may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks and/or Patents all expenses incurred by the Bank in attempting to enforce this Security Agreement (including all reasonable expenses for broker's fees and legal services) and/or the Forbearance Agreement and/or the Forbearance Documents and/or the Existing Loan Documents, shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Forbearance Agreement and/or this Security Agreement and/or the Existing Loan Documents and/or the Forbearance Documents. At any such sale or other disposition, the Bank may, to the extent permitted under applicable law, purchase or license the whole or any part of the Trademarks and/or Patents or interests therein sold, licensed or otherwise disposed of.

Section 8: COLLATERAL PROTECTION.

8.1 If the Grantors shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Grantors shall be breached, the Bank, in its own name or that of the Grantors (in the sole discretion of the Bank), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be incurred by the Bank in so doing.

Section 9: POWER OF ATTORNEY.

9.1 If any Event of Default or default shall have occurred and be continuing, the Grantors do hereby make, constitute and appoint the Bank (and any officer or agent of the Bank as the Bank may select in its exclusive discretion) as its true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Grantors' name on all applications, documents, papers and instruments necessary for the Bank to use and exploit the Trademarks and/or Patents, including, without limitation, on the Assignment of Trademarks and/or Assignment of Patents attached as **Exhibit 1 and Exhibit 2**, respectively, hereto, or to grant or issue any exclusive or non-exclusive license of any of the Trademarks and/or Patents to any third person, or to take any and all actions necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademarks and/or Patents or any interest of the Grantors therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Grantors are obligated to execute and do hereunder. The Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof and release the Bank from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Bank under this power of attorney, specifically including the Bank's negligence (except for the Bank's gross negligence or willful misconduct.) This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Security Agreement, the Existing Loan Documents, the Forbearance Agreement and/or the Forbearance Documents.

Section 10: FURTHER ASSURANCES.

10.1 The Grantors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Bank may request in order to implement and effect fully the intentions, purposes and provisions of this Security Agreement, or to assure and confirm to the Bank the grant, perfection and priority of the Bank's security interest in the Trademarks and/or Patents.

Section 11: TERMINATION.

11.1 At such time as all of the Obligations have been indefeasibly paid and satisfied in full, this Security Agreement shall terminate and the Bank shall, upon the written request and at the expense of the Grantors, execute and deliver to the Grantors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to

and re-vest in the Grantors the entire right, title and interest in and to the Trademarks and/or Patents previously granted, assigned, transferred and conveyed to the Bank by the Grantors pursuant to this Security Agreement, as fully as if this Security Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Bank pursuant hereto or the Forbearance Agreement, the Existing Loan Documents and/or Forbearance Documents. The Bank shall execute such documents as are necessary to release any security interest in the Trademarks and/or Patents as recorded in the United States Patent and Trademark Office or any other location.

Section 12: COURSE OF DEALING.

12.1 No course of dealing between the Grantors and the Bank, and no failure to exercise, or any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Forbearance Agreement, the Existing Loan Documents and/or Forbearance Documents or any other agreement shall operate as a waiver thereof; and no single or partial exercise of any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 13: EXPENSES.

13.1 Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Bank in connection with the preparation of this Security Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Trademarks and/or Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and/or Patents, shall be borne and paid by the Grantors.

Section 14: OVERDUE AMOUNTS.

14.1 Until paid, all amounts due and payable by the Grantors hereunder shall be a debt secured by the Trademarks and/or Patents and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Forbearance Agreement, the Existing Loan Documents and/or the Forbearance Documents.

Section 15: NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

15.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE BANK DOES NOT ASSUME ANY LIABILITIES OF THE GRANTORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE GRANTORS' OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARKS AND/OR PATENTS, OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTORS, AND THE

GRANTORS SHALL INDEMNIFY THE BANK FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE BANK WITH RESPECT TO SUCH LIABILITIES.

Section 16: NOTICES.

16.1 All notices and other communications made or required to be given pursuant to this Security Agreement shall be made in accordance with the provisions of the Forbearance Agreement.

Section 17: AMENDMENT AND WAIVER.

17.1 This Security Agreement is subject to modification only by a writing specifically referencing this Security Agreement which is signed by the Bank and the Grantors, except as provided in Section 5.2 hereof. The Bank shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Bank. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

Section 18: GOVERNING LAW.

18.1 This Security Agreement shall be governed by and be construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania and be binding upon the parties and their successors and assigns without regard to conflicts of law principles thereof.

Section 19: JUDICIAL PROCEEDINGS.

19.1 Each party to this Security Agreement agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Security Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Further, the Grantors waive any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. THE GRANTORS ACKNOWLEDGE AND AGREE THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS SECURITY AGREEMENT AND THAT THE BANK WOULD NOT EXTEND CREDIT TO THE GRANTORS IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS SECURITY AGREEMENT.

Section 20: MISCELLANEOUS.

20.1 The headings of each section of this Security Agreement are for convenience only and shall not define or limit the provisions thereof. This Security Agreement and all rights and obligations hereunder shall be binding upon the Grantors and their successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns. In the event

of any irreconcilable conflict between the provisions of this Security Agreement and the Forbearance Agreement, the provisions of the Forbearance Agreement shall control. If any term of this Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Security Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantors acknowledge receipt of a copy of this Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

By: [Signature]
Name: Patrick Schultz
Title: President

KIVA CORPORATION

By: [Signature] (SEAL) - Not Available -
Name: Michael Webb
Title: CEO

Attest:

By: [Signature]
Name: Patrick Schultz
Title: President

ENVIRON HOLDINGS, INC.

By: [Signature] (SEAL)
Name: Michael Webb
Title: CEO

Attest:

By: [Signature]
Name: Patrick Schultz
Title: President

ENVIRON PRODUCTS, INC.

By: [Signature] (SEAL)
Name: Michael Webb
Title: CEO

Witness:

By: [Signature]
Name: Patrick Schultz
Title: President

MICHAEL C. WEBB

By: [Signature] (SEAL)
Michael C. Webb

Witness/Attest:

By: Julia Scott
Name: JULIA SCOTT
Title: AVP

WILMINGTON TRUST COMPANY

By: Anthony D'Imperio (SEAL)
Name: Anthony D'Imperio
Title: Vice President

Witness/Attest:

By: Julia Scott
Name: JULIA SCOTT
Title: AVP

WILMINGTON TRUST OF
PENNSYLVANIA

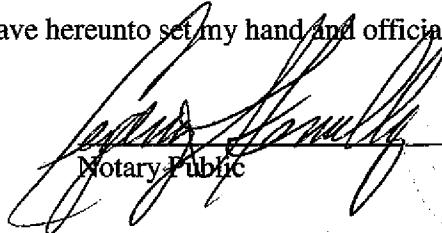
By: Anthony D'Imperio (SEAL)
Name: ANTHONY D'IMPERIO
Title: VP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF North Carolina :
 :
COUNTY OF Wake : SS.

On the 21st day of April, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Webb, CEO of Kiva Corporation, a Delaware corporation known to me (or satisfactorily proven) and acknowledged that he, as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such CEO.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public (SEAL)

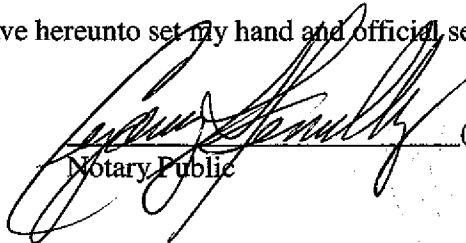
My Commission expires: July 18, 2007

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF North Carolina :
 : SS.
COUNTY OF Wake :

On the 21st day of April, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Webb, CED of Kiva Corporation Pennsylvania corporation known to me (or satisfactorily proven) and acknowledged that he, as such CED, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such CED.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public (SEAL)

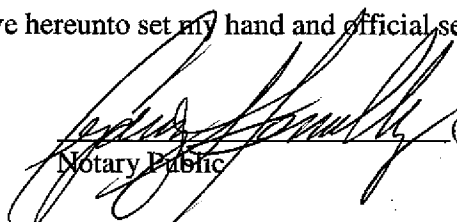
My Commission expires: July 18, 2007

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF North Carolina :
 :
COUNTY OF Wake : SS.

On the 21st day of April, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Webb, CED of Environ Holdings, Inc., a Pennsylvania corporation known to me (or satisfactorily proven) and acknowledged that he, as such CED, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such CED.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

 (SEAL)
Notary Public

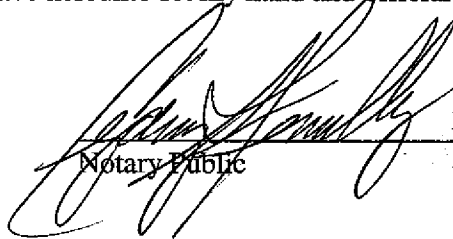
My Commission expires: July 18, 2007

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF North Carolina :
 :
COUNTY OF Wake : SS.

On the 21st day of April, 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared **Michael C. Webb**, known to me (or satisfactorily proven) and who acknowledged himself to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public (SEAL)

My Commission expires July 18, 2007

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Delaware)

) ss.

COUNTY OF New Castle)

On the 2 day of May 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared **ANTHONY D'IMPERIO**, who acknowledged himself to be a **Vice President of WILMINGTON TRUST COMPANY**, a Delaware chartered bank and trust company, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as such Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Geraldine M. Hobbs-Searfoff (SEAL)
Notary Public

My commission expires: _____

GERALDINE M. HOBBS-SEARFOSS
Notary Public - Delaware
My Comm. Expires July 2, 2008

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Delaware)

) ss.

COUNTY OF New Castle)

On the 2 day of May 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared Anthony D'Imperio, who acknowledged himself to be a VICE PRES. of **WILMINGTON TRUST OF PENNSYLVANIA**, a Pennsylvania banking corporation, and that he/she as such VICE PRES., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself/herself as such VICE PRES.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Geraldine M. Hobbs-Searfoss (SEAL)
Notary Public

My commission expires: _____

GERALDINE M. HOBBS-SEARFOSS
Notary Public - Delaware
My Comm. Expires July 2, 2008

Schedule A

Trademarks

ENVIRON PRODUCTS, INC.	78-658558 GEO-VAC 75-341289 SNUFFER 76-417445 ENVIROLITE 76-431276 THERAFLEX 76-594855 E-REZ 75-340373 INTERON
ENVIRON HOLDINGS, INC.	78-674149 TYREZ 76-594854 KIVA 76-594853 ENVIROVAC
KIVA CORPORATION	76-594854 KIVA 76-594853 ENVIROVAC

ANNEX

Patents

ENVIRON PRODUCTS, INC.	7,021,345 Ball and socket breakaway fitting 6,648,175 Fuel dispenser with nutating disk meter 6,575,206 Fuel dispense having an internal catastrophic protection system 6,565,127 Pipe coupling devise assembly 6,029,505 Connecting device for pipe assembly 5,927,762 Pipe coupling assembly system and method 5,911,155 Connecting device for pipe assembly 5,831,149 Pipe coupling assembly, system and method 5,746,454 Pipe coupling assembly 5,722,699 Flexible entry seal arrangement 5,713,607 Pipe coupling assembly system and method 5,527,130 Environmentally safe underground piping system 5,494,409 Gas pump vapor recovery system 5,398,976 Connecting device for pipe assembly 5,366,318 Sump assembly 5,346,625 Flammable neutralizing system and packet 5,297,896 Environmentally safe underground piping system 5,271,518 Sump cover 5,263,794 Environmentally safe underground piping system 20050000588 Dispense activation method and apparatus 20040079762 Fuel dispense with nutating disk meter 20040182473 Ball and socket breakaway fitting 20030210991 Fuel transfer pump 20030075600 Fuel dispenser having a guided customer transaction interface and the method therefor
ENVIRON HOLDINGS, INC.	CLEAR
KIVA CORPORATION	CLEAR

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS

WHEREAS, **KIVA CORPORATION, ENVIRON HOLDINGS, INC., ENVIRON PRODUCTS, INC. and MICHAEL C. WEBB** (the "Assignors") are the owners of the trademark registrations and pending applications for registration (the "**Trademarks**") in the United States Patent and Trademark Office and other jurisdictions as identified on the Annex for Trademarks hereto, and have adopted and used and are using the Trademarks; and

WHEREAS, **WILMINGTON TRUST COMPANY**, a Delaware chartered bank and trust company ("WTC"), and **WILMINGTON TRUST OF PENNSYLVANIA**, a Pennsylvania banking corporation ("WTPa") (WTC and WTPa collectively are referred to herein as the "Assignee"), is desirous of acquiring the Trademarks;

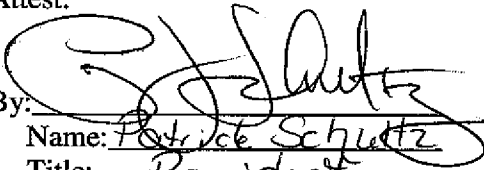
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignors do hereby assign, sell and transfer unto Assignee all of their right, title and interest in and to the Trademarks, together with (i) all products bearing the Trademarks and/or pending trademark approval, (ii) the goodwill of the business symbolized by and associated with the Trademarks, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, dilution of the Trademarks, or for any other related damage or injury, and (iv) all rights corresponding thereto.

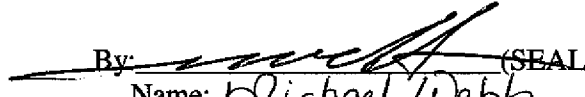
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Assignors, by their duly authorized officers, have executed this Assignment of Trademarks on this 21st day of April, 2006.

Attest:

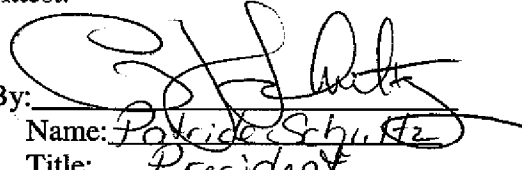
KIVA CORPORATION

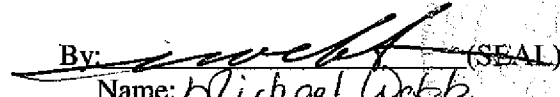
By: 
Name: Patrick Schultz
Title: President

By:  (SEAL) ^{-Not Available}
Name: Michael Webb
Title: CEO

Attest:

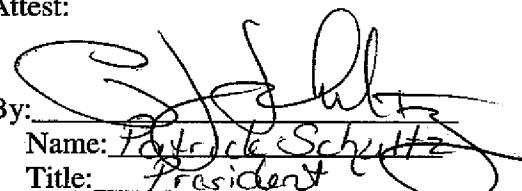
ENVIRON HOLDINGS, INC.


By: 
Name: Patrick Schultz
Title: President

By:  (SEAL)
Name: Michael Webb
Title: CEO

Attest:

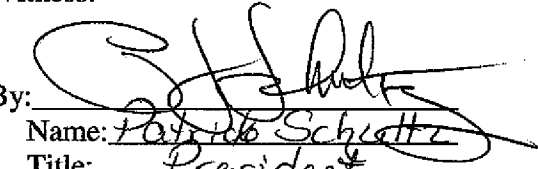
ENVIRON PRODUCTS, INC.

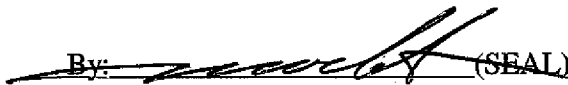
By: 
Name: Patrick Schultz
Title: President

By:  (SEAL)
Name: Michael Webb
Title: CEO

Witness:

MICHAEL C. WEBB

By: 
Name: Patrick Schultz
Title: President

By:  (SEAL)
Name: Michael C. Webb

The foregoing Assignment of Trademarks by the Assignor to Assignee is hereby accepted on this _____ day of _____, _____.

Witness/Attest:

WILMINGTON TRUST COMPANY

By: Julia Scott
Name: JULIA SCOTT
Title: AVP

By: Anthony D'Imperio (SEAL)
Name: Anthony D'Imperio
Title: Vice President

Witness/Attest:

**WILMINGTON TRUST OF
PENNSYLVANIA**

By: Julia Scott
Name: JULIA SCOTT
Title: AVP

By: Anthony D'Imperio (SEAL)
Name: Anthony D'Imperio
Title: VP

ANNEX

Trademarks

ENVIRON PRODUCTS, INC.,	78-658558 GEO-VAC 75-341289 SNUFFER 76-417445 ENVIROLITE 76-431276 THERAFLEX 76-594855 E-REZ 75-340373 INTERON
ENVIRON HOLDINGS, INC.,	78-674149 TYREZ 76-594854 KIVA 76-594853 ENVIROVAC
KIVA CORPORATION	76-594854 KIVA 76-594853 ENVIROVAC

EXHIBIT 2

ASSIGNMENT OF PATENTS

WHEREAS, KIVA CORPORATION, ENVIRON HOLDINGS, INC., ENVIRON PRODUCTS, INC. and MICHAEL C. WEBB (the "Assignors") are the owners of the patents and pending applications for patents (the "Patents") in the United States Patent and Trademark Office and other jurisdictions as identified on the Annex For Patents hereto, and have adopted and used and are using the Patents and/or are awaiting on a decision for the pending applications for Patents; and


WHEREAS, WILMINGTON TRUST COMPANY, a Delaware chartered bank and trust company ("WTC"), and WILMINGTON TRUST OF PENNSYLVANIA, a Pennsylvania banking corporation ("WTPa") (WTC and WTPa collectively are referred to herein as the "Assignee"), is desirous of acquiring the Patents;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignors do hereby assign, sell and transfer unto Assignee all of their right, title and interest in and to the Patents, together with (i) all products that are patented and/or pending patent approval, (ii) the goodwill of the business associated with the Patents, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, dilution of the Patents, or for any other related damage or injury, and (iv) all rights corresponding thereto.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS WHEREOF, the Assignors, by their duly authorized officers, have executed this Assignment of Patents on this 21st day of April, 2006


Attest:

By: 
Name: Patrick Schultz
Title: President


KIVA CORPORATION

By:  (SEAL) - Not Available -
Name: Michael Webb
Title: CEO


Attest:

By: 
Name: Patrick Schultz
Title: President


ENVIRON HOLDINGS, INC.

By:  (SEAL)
Name: Michael Webb
Title: CEO


Attest:

By: 
Name: Patrick Schultz
Title: President


ENVIRON PRODUCTS, INC.

By:  (SEAL)
Name: Michael Webb
Title: CEO

Witness:

By: 
Name: Patrick Schultz
Title: President

MICHAEL C. WEBB

By:  (SEAL)
Michael C. Webb

The foregoing Assignment of Patents by the Assignor to Assignee is hereby accepted on this _____ day of _____.

Witness/Attest:

WILMINGTON TRUST COMPANY

By: Julia Scott
Name: JULIA SCOTT
Title: AVP

By: Anthony D'Imperio (SEAL)
Name: Anthony D'Imperio
Title: Vice President

Witness/Attest:

**WILMINGTON TRUST OF
PENNSYLVANIA**

By: Julia Scott
Name: JULIA SCOTT
Title: AVP

By: Anthony D'Imperio (SEAL)
Name: Anthony D'Imperio
Title: VP

ANNEX

Patents

ENVIRON PRODUCTS, INC.	7,021,345 Ball and socket breakaway fitting 6,648,175 Fuel dispenser with nutating disk meter 6,575,206 Fuel dispense having an internal catastrophic protection system 6,565,127 Pipe coupling devise assembly 6,029,505 Connecting device for pipe assembly 5,927,762 Pipe coupling assembly system and method 5,911,155 Connecting device for pipe assembly 5,831,149 Pipe coupling assembly, system and method 5,746,454 Pipe coupling assembly 5,722,699 Flexible entry seal arrangement 5,713,607 Pipe coupling assembly system and method 5,527,130 Environmentally safe underground piping system 5,494,409 Gas pump vapor recovery system 5,398,976 Connecting device for pipe assembly 5,366,318 Sump assembly 5,346,625 Flammable neutralizing system and packet 5,297,896 Environmentally safe underground piping system 5,271,518 Sump cover 5,263,794 Environmentally safe underground piping system 20050000588 Dispense activation method and apparatus 20040079762 Fuel dispense with nutating disk meter 20040182473 Ball and socket breakaway fitting 20030210991 Fuel transfer pump 20030075600 Fuel dispenser having a guided customer transaction interface and the method therefor
ENVIRON HOLDINGS, INC.	CLEAR
KIVA CORPORATION	CLEAR