

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENEFCO USA, INC.		08/03/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	750 WALNUT AVENUE
City:	CRANFORD
State/Country:	NEW JERSEY
Postal Code:	07016
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2742854	ENCELL
Registration Number:	2419765	AQUACARD
Registration Number:	2443135	AQUACARD
Registration Number:	2419764	WONDERCARD
Registration Number:	2683341	NTI
Registration Number:	2866073	E-Z
Registration Number:	3033630	WAFFLE TECHNOLOGY
Registration Number:	2866074	E-Z

CORRESPONDENCE DATA	
Fax Number:	(973)535-9217
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973-535-0500
Email:	nhumphreys@connellfoley.com
Correspondent Name:	NOEL D. HUMPHREYS
Address Line 1:	85 LIVINGSTON AVENUE

**900083998**

**TRADEMARK  
 REEL: 003598 FRAME: 0130**

**OP \$215.00 2742854**

Address Line 4: ROSELAND, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER: 10716-073883

NAME OF SUBMITTER: NOEL D. HUMPHREYS

Signature: /NOEL D. HUMPHREYS/

Date: 08/09/2007

Total Attachments: 10  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of August 3, 2007, by and between ENEFCO USA, INC., a Delaware corporation having its principal executive offices located at c/o Odyssey Bay Ventures, Inc., 3 Hitchcock Farm Road, Andover, Massachusetts 01810 (the "Assignor"), and BANK OF AMERICA, a national banking association organized and existing under the laws of the United States of American and having an office at 750 Walnut Avenue, Cranford, NJ 07016 (the "Assignee").

### WITNESSETH:

WHEREAS, concurrently herewith the Assignor, Enefco International, Inc., a Delaware corporation ("Enefco International"), and Clean Team Products, Inc., a corporation organized under the laws of the State of Delaware ("Clean Team" and together with the Assignor and Enefco International, the "Borrower") and the Assignee are entering into a Loan and Security Agreement (the "Loan Agreement"), pursuant to which the Assignee is making available to the Borrower, on the terms and conditions contained therein, (i) a revolving credit loan in the maximum principal amount of \$2,500,000 (the "Revolving Credit Loan"), and (ii) a term loan in the original principal amount of \$1,000,000 (the "Term Loan" and together with the Revolving Credit Loan, the "Loans"); and

WHEREAS, the Assignor is the owner of or applicant for certain trademarks and trademark applications listed on Schedule A attached hereto; and

WHEREAS, Clean Team has received substantial benefits from the Loans and has pledged its assets as collateral security to secure the obligations of the Borrower in favor of the Assignee; and

WHEREAS, the Assignor desires to mortgage, pledge and grant to the Assignee a security interest in all of its right, title and interest in, to and under the Marks (as hereinafter defined), including the trademarks listed on Schedule A, together with any renewal or extension thereof, and all proceeds thereof, to secure the payment of all principal, interest and other amounts under the Loans and all other indebtedness of the Borrower in favor of Assignee; and

WHEREAS, to induce the Assignee to enter into the Loan Agreement and make the Loans thereunder, the Assignor has agreed to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

2. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the indebtedness of the Borrower in favor of the Assignee, each of the Assignor and Clean Tem hereby grants, assigns and conveys to the Assignee a security interest in, to and under all trademarks (whether registered, unregistered or for which any application to register has been filed), service marks (whether registered, unregistered or for which any application to register has been filed) of the Assignor, including but not limited to the marks listed in Schedule A attached hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by the Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each Mark and the registrations thereof and registration applications therefore.

3. Warranties and Representations. The Assignor and Clean Team hereby covenant and warrant, jointly and severally, that: (a) each of the Assignor and Clean Team is the sole and exclusive owner of the entire right, title and interest in and to its Marks identified on Schedule A attached hereto, free and clear of any liens, pledges, assignments or other encumbrances on the Marks; (b) the Marks constitute all of the trademarks and service marks used by the Assignor in the conduct of the Borrower's business and registered with any federal governmental or public offices, including without limitation the United States Patent and Trademark Office (the "USPTO"), and (ii) all for the trademark and service mark applications filed with any federal governmental or public offices, including without limitation the USPTO; (c) each of the Assignor and Clean Team has the unqualified right to enter into this Agreement and perform all of its obligations hereunder; (d) the Marks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Assignee of Clean Team, and have not, to the Assignor's or Clean Team's knowledge, been adjudged invalid or unenforceable; (e) the Marks are valid and enforceable; (f) neither the Assignor nor Clean Team has received notice of any claim that the use of the Marks does or may violate the rights or interests of any third person; and (g) each of the Assignor and Clean Team has used and, subject to the provisions of Section 8 below, will continue to use for the duration of this Agreement, consistent standards of quality in its products and services sold or provided under the Marks. The Assignor and Clean Team shall, in any event, indemnify and hold the Assignee harmless from any and all losses, damages, reasonable out-of-pocket costs and expenses, including legal costs and counsel fees, incurred by the Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademark, service mark or trade name or any other intellectual property held by any third party.

4. Filings and Registration; Right to Inspect.

(a) The Assignor and Clean Team hereby authorize the Assignee to make any and all filings or registrations relating to this Agreement with any governmental or public offices, including without limitation the USPTO.

(b) Each of the Assignor and Clean Team hereby grants to the Assignee and its employees and agents the rights, upon reasonable prior notice, to visit the Assignor's and Clean Team's respective premises, including warehouses, stores and other facilities, where products sold or services provided under the Marks are manufactured, packages, inspected, stored or provided, and to inspect and review the products and quality control records relating thereto during normal business hours. Each of the Assignor and Clean Team shall do any and all acts reasonably required by the Assignee to ensure the Assignor's and Clean Team's compliance with Section 3 (g) above.

5. Right to Benefits. If, before the Borrower's indebtedness in favor of the Assignee shall have been satisfied in full, the Assignor or Clean Team shall have become entitled to the benefit of any additional trademark, service mark registration or any resignation applications therefor, or any renewal or affidavit of any Mark, the provisions of Section 3 hereof shall automatically apply thereto, and the Assignor shall give the Assignee prompt written notice thereof.

6. Future Marks. Each of the Assignor and Clean Team authorizes the Assignee to modify this Agreement by amending Schedule A to include any future trademarks or service marks that are Marks under Section 2 or Section 5 hereof, and to make any filing or registrations relating thereto in accordance with Section 4 (a) hereof.

7. Default. The term "Default", as used herein, means: (a) any Event of Default (as defined herein) under the Loan Agreement or any other loan document to which any of the Borrowers is a party; (b) if any representation or warranty made by the Assignor or Clean Team herein proves to be false or inaccurate in any material respect at the time when made; or (c) any breach or violation by the Assignor or Clean Team of any obligation, agreement, or covenant contained in this Agreement that is not waived or cured and remedied within ten (10) calendar days after the occurrence of such breach or violation.

8. Assignor's Right to Use Marks. Unless a Default shall occur and be continuing, the Assignor and Clean Team shall retain the legal and equitable title to the Marks and shall have the right to use their respective Marks in the ordinary courts of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Assignor or Clean Team from failing to renew or otherwise abandoning any item not material to the proper conduct of its business; and provided, further, that the Assignor and Clean Team shall give the Assignee thirty (30) days' prior written notice of any abandonment of or failure to renew any item included within the Marks.

9. Assignee's Rights as Secured Party. If a Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey or elsewhere, the whole or from time to time any part of the Marks and the goodwill associated therewith, or any interest that the Assignor has herein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds to the payment of the Borrower's indebtedness in favor of the Assignee. Notice of any sale or other disposition of the Marks shall be given to the Assignor at least ten (10) calendar days before the date of any intended public or private sale or other disposition of the Marks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Assignee or Clean Team, as the case may be, may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

10. Power of Attorney. Each of the Assignor and Clean Team hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its reasonable discretion, as the Assignor's or Clean Team's true and lawful attorney-in-fact, with the power to endorse the Assignor's or Clean Team's name on all applications, documents, papers and instruments necessary for the Assignee to modify this Agreement by amending Schedule A and to make any filings or registrations relating thereto in accordance with the provisions of Section 6 thereof. If a Default shall have occurred and be continuing, each of the Assignor and Clean Team hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its reasonable discretion, as the Assignor's or Clean Team's true and lawful attorney-in-fact, with the power to endorse the Assignor's or Clean Team's name on all applications, documents, papers and instruments necessary for the Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and the goodwill associated therewith, to any third person. Each of the Assignor and Clean Team hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for any actions constituting gross negligence or willful misconduct. This power of attorney shall be irrevocable for the life of this Agreement and coupled with an interest.

11. Termination. At such time as the Borrower shall completely satisfy all of the Borrower's indebtedness to the Assignee and the Assignee shall have no further obligation to extend credit under the Loan Agreement, the Assignee shall execute and deliver to the Assignor or Clean Team all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor or Clean Team the full

unencumbered title to the Marks and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

12. Fees and Expenses of Assignee. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceeding arising out of or related to the Marks, shall be borne and paid by the Assignor or Clean Team, as the case may be, on demand by the Assignee, and until so paid shall be added to the principal amount of the Borrower's indebtedness in favor of the Assignee and shall bear interest at a rate equal to the Default Rate specified in the Notes A&B.

13. Protection of Marks. Subject only to the provisions of Section 8 hereof, each of the Assignor and Clean Team shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Assignee shall, upon the reasonable request of the Assignor or Clean Team, do any and all lawful acts and execute all proper documents in aid of such protection, defense and enforcement, and the Assignor and Clean Team shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in connection therewith.

If a Default shall have occurred and be continuing, the Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Marks, in which event the Assignor or Clean Team, as the case may be, shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement, and each of the Assignor and Clean Team shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this Section 13.

14. No Waiver. No course of dealing between the Assignor or Clean Team, on the one hand, and the Assignee, on the other hand, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder and thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

15. Severability. The Provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Product Sale. The parties understand and agree that the collateral assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Assignee pursuant to the Loan Agreement and the other Loan Documents, will permit the Assignee, upon the happening of a Default, to make use of all rights to the Marks and the goodwill associated therewith, all of which will permit the Assignee to sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by the Assignor.

17. Amendment. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Sections 5 and 6 hereof.

18. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey without regard to its choice or conflict of laws principles.

20. Judicial Proceedings. AFTER CONSULTATION WITH COUNSEL, THE ASSIGNOR AND THE ASSIGNEE HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN CONNECTION WITH LITIGATION INVOLVING THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY AGREE THAT, IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. THE ASSIGNOR, CLEAN TEAM AND THE ASSIGNEE HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE NEW JERSEY SUPERIOR COURT AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY IN ANY LITIGATION ARISING HEREUNDER, AND IRREVOCABLY WAIVE ALL DEFENSES TO THE PERSONAL JURISDICTION OF SUCH COURTS, INCLUDING WITHOUT LIMITATION DEFENSES BASED UPON THE INCONVENIENCE OF SUCH FORUMS AND HEREBY CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. THE ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND FURTHER AGREES THAT THE SERVICE OF ANY SUCH PROCESS MAY BE EFFECTED, IN ADDITION TO ANY OTHER MEANS PERMITTED BY THE APPLICABLE RULES OF COURT, BY MAILING SUCH PROCESS CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY REPUTABLE OVERNIGHT COURIER PROVIDING A RECEIPT AGAINST DELIVERY TO THE ASSIGNOR AT THE ADDRESS SET FORTH IN PAGE 1 OF THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF THE ASSIGNOR'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF THE ASSIGNEE TO SERVE LEGAL PROCESS IN ANY OTHER MANNER



PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY THE ASSIGNEE OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

21. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

22. Notices. All notices, demands, requests and other communications provided for or permitted under this Agreement shall be made in accordance with Section 10.1 of the Loan Agreement.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

ENEPCO USA, INC.

By: BM  
Bradley A. Yount  
President

CLEAN TEAM PRODUCTS, INC.

By: BM  
Bradley A. Yount  
President

BANK OF AMERICA

By: SS  
Name: Sean Stattery  
Title: Vice President

State of California

County of San Diego

On Aug 2, 2007 before me, PATRICIA A. GARCIA personally  
appeared DEADIA A. GARCIA, personally known to me (or proved  
to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature 



**SCHEDULE A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**REGISTRATIONS:**

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
ENCELL (stylized)	2,742,854	7/29/03
ENEFCO	2,387,477	9/19/00
INTERNATIONAL, LTD. (and design)		
AQUACARD	2,419,765	1/9/01
AQUACARD (stylized)	2,443,135	4/10/01
WONDERCARD	2,419,764	1/9/01
NTI (and design)	2,683,341	2/4/03
EZ (stylized)	2,866,073	9/16/03
WAFFLE TECHNOLOGY	3,033,630	12/27/05

**PENDING REGISTRATIONS:**

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>
EZ (stylized)	76-470,912	11/25/02	Company
EZ (stylized)	76-470,913	11/25/02	Company
CLEAN TEAM COMPANY CLEAN TEAM COMPANY/CLEANING CARDS LOGO TECHNICAL CLEANING PRODUCTS CLEANING CARDS LUCKY STRIPES KLEAN KLOTHS CLEAN PENNS POPSWAB CLEAN SWABS CLEAN SHEETS CLEAN WIPES			