

**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
AgION Technologies, Inc.		10/29/2008	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Paladin Capital Management II, LLC
Street Address:	2001 Pennsylvania Avenue, NW
Internal Address:	Suite 400
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2978068	AGION
Registration Number:	3016365	AGION
Registration Number:	3220359	AGION
Registration Number:	3151442	AGION
Registration Number:	2964113	CLENE CAULK
Registration Number:	2956262	CLENE WAX
Registration Number:	2956261	CLENE SEAL
Registration Number:	2976049	CLENE GROUT
Registration Number:	2968972	CLENE COAT
Registration Number:	3288120	SILVERCLENE 24
Serial Number:	78213026	AGION
Serial Number:	78762313	AGION
Serial Number:	78668188	HEALTHSHIELD

CH \$365.00 2978068

Serial Number:

77054208

NATURE'S ANTIMICROBIAL

**CORRESPONDENCE DATA**

Fax Number: (202)298-7570

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-625-3500

Email: allen.rose@kattenlaw.com

Correspondent Name: Allen Rose / Katten Muchin Rosenman LLP

Address Line 1: 2900 K Street NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20007-5118

ATTORNEY DOCKET NUMBER:

215041-00011

NAME OF SUBMITTER:

Allen Rose

Signature:

/Allen Rose/

Date:

10/31/2008

**Total Attachments: 11**

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EXECUTION VERSION

JUNIOR TRADEMARK SECURITY AGREEMENT

THIS JUNIOR TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 29<sup>th</sup> day of October, 2008 by AgION Technologies, Inc., a Delaware corporation ("Grantor"), in favor of Paladin Capital Management II, LLC, in its capacity as agent for the Secured Parties (as such agent, the "Grantee");

W I T N E S S E T H

WHEREAS, Grantor and Grantee, among others, are parties to that certain Combined Amendment and Restatement of Securities Purchase Agreements – First Round and Second Round Bridge Debt Notes Securities Purchase Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Purchase Agreement");

WHEREAS, pursuant to the terms of a certain Junior Security Agreement dated as of the date hereof between Grantor and Grantee (as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Secured Parties and the Agent, a junior security interest in all or substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Financing Documents, including, without limitation, the Notes; and

WHEREAS, pursuant to the terms of a certain Intercreditor and Subordination Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Intercreditor Agreement") among the holders of the Notes, the holders of the Third Round Notes (as defined therein), Grantor and Grantee (in its capacity as the separate agent for the holders of the Notes and the holders of the Third Round Notes), the Grantee and the other Secured Parties have agreed, among other things, to subordinate the indebtedness and other obligations evidenced by the Notes, and all liens and security interests securing such indebtedness and other obligations, including, without limitation, all liens and security interests created or purported to be created pursuant to the Security Agreement and this Agreement, to the indebtedness and other obligations evidenced by the Third Round Notes, and to all liens and security interests securing the Third Round Notes, in each case to the extent and in the manner set forth therein.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Purchase Agreement, Notes, Security Agreement and Intercreditor Agreement. The Purchase Agreement, the Notes, the Security Agreement, the Intercreditor Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by

this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement and, if not defined therein, the Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance in full when due (whether at stated maturity, by acceleration, upon redemption or otherwise) of all obligations and liabilities (including, but not limited to, the principal of and interest on, and the Redemption Price of, the Notes, and all indemnities, fees and interest thereon or owed thereunder) of Grantor to Grantee and the Secured Parties, whether now existing or hereafter arising, under or pursuant to the Notes, the Purchase Agreement and any other Financing Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringements of any Trademark and (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Junior Trademark Security Agreement in favor of the Agent as of the date first written above.

AGION TECHNOLOGIES, INC., a Delaware corporation

By: Paul C Ford  
Name: Paul C. Ford  
Title: Chief Executive Officer

Agreed and accepted  
as of the date first written above:

PALADIN CAPITAL MANAGEMENT II, LLC,  
as Agent

By: \_\_\_\_\_  
Name: Michael R. Steed  
Title: An Authorized Signatory

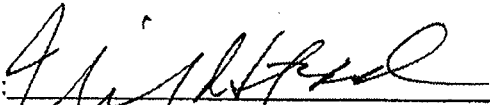
IN WITNESS WHEREOF, Grantor has duly executed this Junior Trademark Security Agreement in favor of the Agent as of the date first written above.

AGION TECHNOLOGIES, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: Paul C. Ford  
Title: Chief Executive Officer

Agreed and accepted  
as of the date first written above:

PALADIN CAPITAL MANAGEMENT II, LLC,  
as Agent

By:   
Name: Michael R. Steed  
Title: An Authorized Signatory

*SIGNATURE PAGE TO JUNIOR TRADEMARK SECURITY AGREEMENT*

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TRADEMARK  
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## SCHEDULE 1

### U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Agion Technologies, Inc.	Agion	1,2,21,25	2978068	07/26/2005
Agion Technologies, Inc.	Agion	2,10,21	3016365	11/15/2005
Agion Technologies, Inc.	Agion	5	3,220,359	03/20/2007
Agion Technologies, Inc.	Agion	9	3151442	10/03/2006
Agion Technologies, Inc.	Clene Caulk	17	2964113	06/28/2005
Agion Technologies, Inc.	Clene Wax*	5	2956262	05/24/2005
Agion Technologies, Inc.	Clene Seal*	5	2956261	05/24/2005
Agion Technologies, Inc.	Clene Grout	19	2976049	07/26/2005
Agion Technologies, Inc.	Clene Coat	5	2968972	07/12/2005
Agion Technologies, Inc.	SilverClene24	5	3,288,120	09/04/2007

### U.S. Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Agion Technologies, Inc.	Agion	9,11,16,24	78/213026	02/10/2003
Agion Technologies, Inc.	Agion	8	78/762313	11/29/2005
Agion Technologies, Inc.	HealthShield	1,3,5,10	78/668188	07/12/2005
Agion Technologies, Inc.	Nature's Antimicrobial	1,3,5	77/054208	11/30/2006

### Foreign Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>CLASS</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Agion Technologies, Inc.	Agion	1,5	Australia	869762	01/10/2003

<u>HOLDER</u>	<u>MARK</u>	<u>CLASS</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Agion Technologies, Inc.	Agion	8	Australia	1088592	07/10/2006
Agion Technologies, Inc.	Agion	3,6,16,21	Australia	782917	11/30/2000
Agion Technologies, Inc.	Agion	9	Brazil	827840594	10/6/08
Agion Technologies, Inc.	Agion	5	China	2023133	09/27/2002
Agion Technologies, Inc.	Agion	11	China	3126565	08/21/2003
Agion Technologies, Inc.	Agion	16	China	3139802	08/28/2003
Agion Technologies, Inc.	Agion	1	China (Taiwan)	1035821	03/16/2003
Agion Technologies, Inc.	Agion	5	China (Taiwan)	1048430	07/01/2003
Agion Technologies, Inc.	Agion	9	El Salvador	45BOOK67	08/07/2006
Agion Technologies, Inc.	Agion	20,23,27	European Community	005975248	5/08/08
Agion Technologies, Inc.	Agion	1,2,3,5,9, 10,11,12, 16,21,24, 25,27,28	France	013088311	03/13/2001
Agion Technologies, Inc.	Agion	1,2,3,5,9, 10,11,12, 16,21,24, 25,27,28	Germany	30116260	06/25/2001
Agion Technologies, Inc.	Healthshield and H Device	1,2,3,5,9, 10,11,12, 16,21,24, 25,27,28	Germany	30030154	07/12/2000
Agion Technologies, Inc.	Agion	9	Hong Kong	300505999	10/05/2005
Agion Technologies, Inc.	Agion	1,5	Japan	4883129	07/29/2005

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<u>HOLDER</u>	<u>MARK</u>	<u>CLASS</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Agion Technologies, Inc.	Agion	9	Japan	4949167	04/28/2006
Agion Technologies, Inc.	Agion	1,5	South Korea	532381	10/14/2002
Agion Technologies, Inc.	Agion	1	Mexico	770085	11/26/2002
Agion Technologies, Inc.	Agion	2	Mexico	754269	07/05/2002
Agion Technologies, Inc.	Agion	3	Mexico	762856	09/27/2002
Agion Technologies, Inc.	Agion	5	Mexico	772846	12/09/2002
Agion Technologies, Inc.	Agion	8	Mexico	918939	02/07/2006
Agion Technologies, Inc.	Agion	9	Mexico	761005	08/27/2002
Agion Technologies, Inc.	Agion	10	Mexico	774699	01/21/2003
Agion Technologies, Inc.	Agion	11	Mexico	784216	02/24/2003
Agion Technologies, Inc.	Agion	12	Mexico	770086	11/26/2002
Agion Technologies, Inc.	Agion	16	Mexico	761004	08/27/2002
Agion Technologies, Inc.	Agion	21	Mexico	725690	11/30/2001
Agion Technologies, Inc.	Agion	24	Mexico	764450	10/21/2002
Agion Technologies, Inc.	Agion	25	Mexico	754270	07/05/2002
Agion Technologies, Inc.	Agion	27	Mexico	731191	01/30/2002
Agion Technologies, Inc.	Agion	28	Mexico	761006	08/27/2002

<u>HOLDER</u>	<u>MARK</u>	<u>CLASS</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Agion Technologies, Inc.	Agion	9	Panama	146332 01	05/25/2006
Agion Technologies, Inc.	Agion	9	Peru	00112811	02/24/2006
Agion Technologies, Inc.	Agion	9	Puerto Rico	66562	02/17/2006
Agion Technologies, Inc.	Agion	1	Singapore	T05/18523B	09/27/2005
Agion Technologies, Inc.	Agion	5	Singapore	T05/185561	09/28/2005
Agion Technologies, Inc.	Agion	9	Singapore	T05/18558E	09/28/2005
Agion Technologies, Inc.	Agion	11	Singapore	T05/18559C	09/28/2005
Agion Technologies, Inc.	Agion	1	Spain	2385207	01/21/2002
Agion Technologies, Inc.	Agion	2	Spain	2385208	01/21/2002
Agion Technologies, Inc.	Agion	3	Spain	2385209	01/21/2002
Agion Technologies, Inc.	Agion	5	Spain	2385210	01/21/2002
Agion Technologies, Inc.	Agion	9	Spain	2385211	01/21/2002
Agion Technologies, Inc.	Agion	10	Spain	2385212	01/21/2002
Agion Technologies, Inc.	Agion	11	Spain	2385213	01/21/2002
Agion Technologies, Inc.	Agion	12	Spain	2385214	01/21/2002
Agion Technologies, Inc.	Agion	16	Spain	2385215	01/21/2002
Agion Technologies, Inc.	Agion	21	Spain	2385216	01/21/2002

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<u>HOLDER</u>	<u>MARK</u>	<u>CLASS</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Agion Technologies, Inc.	Agion	24	Spain	2385217	01/21/2002
Agion Technologies, Inc.	Agion	25	Spain	2385218	01/21/2002
Agion Technologies, Inc.	Agion	27	Spain	2385219	01/21/2002
Agion Technologies, Inc.	Agion	28	Spain	2385220	01/21/2002
Agion Technologies, Inc.	Agion	1,2,3,5,9, 10,11,12, 16,21,24, 25,27,28	Sweden	357435	08/30/2005
Agion Technologies, Inc.	Agion	1,2,3,5,9, 10,11,12, 16,21,24, 25,27,28	UK	2264017	03/08/2002

**Foreign Trademark Applications**

<u>HOLDER</u>	<u>MARK</u>	<u>CLASS</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Agion Technologies, Inc.	Agion	9	Argentina	2621659	9/29/2005
Agion Technologies, Inc.	Agion	8	Argentina	2636234	12/02/2005
Agion Technologies, Inc.	Agion	1	Brazil	823076709	3/13/2001
Agion Technologies, Inc.	Agion	5	Brazil	823076717	3/13/2001
Agion Technologies, Inc.	Agion	8	Brazil	828182191	3/6/2006
Agion Technologies, Inc.	Agion	N/A	Canada	1075312	9/18/2000
Agion Technologies, Inc.	Agion	N/A	Canada	1281216	11/29/2005

<u>HOLDER</u>	<u>MARK</u>	<u>CLASS</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Agion Technologies, Inc.	Agion	1,3,5,8,9	Chile	741040	8/22/2006
Agion Technologies, Inc.	Agion	1	China	2001035154	3/13/2001
Agion Technologies, Inc.	Agion	8	China	5038243	12/02/2005
Agion Technologies, Inc.	Agion	9	China	4922368	9/29/2005
Agion Technologies, Inc.	Agion	9	China (Taiwan)	094048133	10/06/2005
Agion Technologies, Inc.	Agion	9	Columbia	05101148	10/05/2005
Agion Technologies, Inc.	Agion	9	Ecuador	163291	10/18/2005
Agion Technologies, Inc.	Agion	1,3,5,9,11,16, 24,25	European Community	4666236	9/28/2005
Agion Technologies, Inc.	Agion	8,10,21	European Community	004752391	11/30/2005
Agion Technologies, Inc.	Agion	9	Guatemala	2005-7784	10/14/2005
Agion Technologies, Inc.	Agion	8,9	India	1402746	11/30/2005
Agion Technologies, Inc.	Agion	9	Indonesia	D002005021704	10/07/2005
Agion Technologies, Inc.	Agion	9	Israel	183950	9/27/2005
Agion Technologies, Inc.	Agion	1,2,3,5,9,10, 11,12,16,21, 24,25,27,28	Italy	MI2001C002767	3/13/2001
Agion Technologies, Inc.	Agion	9	Jordan	82505	11/14/2005
Agion Technologies, Inc.	Agion	2,9,11,16, 24,25	Korea (South)	2005-44914	09/27/2005
Agion Technologies, Inc.	Agion	8	Korea (South)	2005-569	10/18/2005

<u>HOLDER</u>	<u>MARK</u>	<u>CLASS</u>	<u>COUNTRY</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Agion Technologies, Inc.	Agion	9	Malaysia	05016140	9/27/2005
Agion Technologies, Inc.	Agion	8,9	New Zealand	739655	11/30/2005
Agion Technologies, Inc.	Agion	8	Philippines	4-2005-011756	11/30/2005
Agion Technologies, Inc.	Agion	1,5,9,11	Philippines	4-2005-009588	09/27/2005
Agion Technologies, Inc.	Agion	9	Saudi Arabia	100683	10/22/2005
Agion Technologies, Inc.	Agion	9	Thailand	606696	10/13/2005

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Trademark Security Agreement  
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