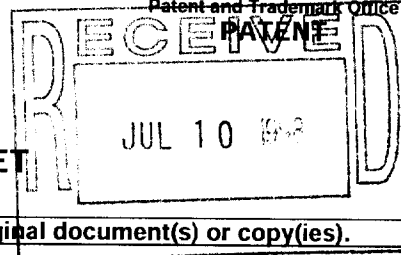


10-16-1998



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MRD 10-8-98

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

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Month Day Year

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Application Number(s) or Patent Number(s) Mark if additional numbers attached
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5020294"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5092094"/>	<input type="text"/>	<input type="text"/>
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If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)
Enter PCT application number only if a U.S. Application Number has not been assigned.
PCT PCT PCT
PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing
David L. Johnson

Signature
David L. Johnson

Date
7-8-98

SECURITY AGREEMENT

DATE July 2 19 98

Debtor's social security number/taxpayer identification number is 41-0795047

Table with 4 columns: DEBTOR, BUSINESS OR RESIDENCE ADDRESS, CITY, STATE & ZIP CODE, SECURED PARTY, ADDRESS, CITY, STATE & ZIP CODE. Rows include NYSTROM, INC., 1701 Madison Street N.E., Minneapolis, MN 55413 and D&B X-PANSION JOINTS, INC., DeRosa and Baldwin, L.L.C., 43 Fox Hollow Road, Sparta, NJ 07871.

1. Security Interest and Collateral. To secure (check one): [] the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party... [X] the debt, liability or obligation of the Debtor to Secured Party evidenced by the following: Promissory Note for payments required by Paragraph 2.2.2.1 of the Asset Sale and Purchase and any extensions, renewals or replacements thereof...

(a) INVENTORY:

[] All inventory of Debtor, whether now owned or hereafter acquired and wherever located;

(b) EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS:

[] All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor...

[] All farm products of Debtor, whether now owned or hereafter acquired, including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof, and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Debtor in farming operations. The real estate concerned with the above described crops growing or to be grown is:

and the name of the record owner is: _____

[] The following goods or types of goods: _____

(c) ACCOUNTS AND OTHER RIGHTS TO PAYMENT:

[] Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds.

[] _____

(d) GENERAL INTANGIBLES:

[X] All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, and the right to use ~~DeBor's Name~~ Patents identified by U.S. Patent Numbers 5,020,294 and 5,092,094

together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

2. Representations, Warranties and Agreements. Debtor represents, warrants and agrees that:

(a) Debtor is [] an individual, [] a partnership, [X] a corporation, [] a limited partnership, [] a limited liability partnership, [] a limited liability company.

(b) The Collateral will be used primarily for [] personal, family or household purposes; [] farming operations; [X] business purposes.

(c) [] If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is: _____

and the name of the record owner is: _____

(d) Debtor's chief executive office is located at 1701 Madison St. N.E., Minneapolis, MN 55413 if Debtor is an organization, or, if left blank, at the address of Debtor shown at the beginning of this Agreement. If Debtor is an individual, Debtor's residence is at the address of Debtor shown at the beginning of this Agreement.

THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART HEREOF.

D&B X-Pansion Joints, Inc.
DeRosa and Baldwin, L.L.C.
Secured Party's Name

Nystrom, Inc.
Debtor's Name

By: Lake De Rosa
Title: Vice President, Member

By: [Signature]
Title: _____

By: [Signature]
Title: General Manager