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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents in copy format.

1. Name of conveying party(ies):
Paul G. LaHaye
Hague International
HPS Merrimack Corp. (also known as
HPS Merrimack, HPS Merrimack, Inc.)
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Widgery Thomas, Jr.
Name: Edward S. Boulos, Jr.
Exit 3 Realty Corporation
Internal Address: _____

c/o Widgery Thomas, Jr.
Street Address: 477 Congress St., Suite 1301

City: Portland State: ME ZIP: 04101
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: November 25, 1998

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: N/A

A. Patent Application No.(s) U.S. 09/024,755 U.S. 08/986,246 U.S. 98/03113PCT	B. Patent No.(s) 4,380,429 4,437,217 4,332,295 5,296,112 5,250,090 4,254,715 4,892,139 5,765,596 4,144,020
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Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael J. Quinlan, Esq.
Internal Address: Jensen Baird Gardner & Henry

Street Address: 10 Free Street
P.O. Box 4510
City: Portland State: ME ZIP: 04112

6. Total number of applications and patents involved: 19

7. Total fee (37 CFR 3.41).....\$ 760.00
 Enclosed
 Authorized to be charged to deposit account 760E

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Paul G. LaHaye (individually
Name of Person Signing
and as President of Hague and
HPS)
[Signature] Signature
11/25/98 Date
Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

PATENT
REEL: 9624 FRAME: 0630

Form PTO-1595 – Addition to Recordation Form Cover Sheet, Patents Only

4. Application number(s) or patent number(s):

B. Patent No.(s)

4,060,379

4,050,877

4,029,465

4,336,721

4,134,449

4,115,051

4,070,841

PATENT
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SECURITY AGREEMENT

WHEREAS, commencing on September 13, 1996, and from time to time thereafter, WIDGERY THOMAS, JR. ("THOMAS"), EDWARD S. BOULOS, JR. ("BOULOS"), and EXIT 3 REALTY CORP. a Maine corporation ("EXIT 3") have extended various forms of credit to and/or on behalf of Hague International ("Hague"), a Maine corporation affiliated with HPS Merrimack Corp. ("HPS"), a New Hampshire corporation having Paul G. LaHaye ("LaHaye") as its majority shareholder;

WHEREAS, said Thomas, Boulos and Exit 3 have agreed to facilitate additional financing of Hague as follows, provided Hague, HPS and LaHaye enter into this Security Agreement and other security documents: (1) Boulos has agreed to permit a mortgage or mortgages totaling up to \$600,000 to be placed on real estate located in Kennebunk, Maine, owned by Exit 3 Realty Corp., a Maine corporation having Boulos as its majority shareholder; and (2) Thomas has agreed to subordinate his existing mortgage on said real estate of Exit 3 Realty Corp. to permit another lender to Hague to take a priority position with respect to such security.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, HPS, Hague, and LaHaye, all with a mailing address of c/o Paul G. LaHaye, 6 Ivy Court, Kennebunk, ME 04043 (collectively and individually "Debtor") hereby grant to THOMAS, BOULOS, and EXIT 3 (collectively "Secured Party"), a security interest in and assign to Secured Party the following and each item thereof, whether now owned or now due, or in which Debtor has an interest, or in which the Debtor obtains an interest, and all products, proceeds, substitutions and accessions of or to any of the following (the "Collateral"):

All of Debtor's intellectual property, technology and business goodwill of every type or nature related in any way to the business or activities of Hague or HPS, including without limitation, all patents, patent applications, trademarks, trade names (including Debtor's corporate names and all assumed names), trade secrets, know-how, copyrights and copyrighted materials, computer programs,

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and general intangibles, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to Debtor, and all guaranties and security therefor. The collateral covered by this Security Agreement includes, but is not limited to, all of Debtor's right, title and interest in and to the specific patent registrations, patent applications and patented inventions identified on Schedule A attached hereto and incorporated herein. Debtor hereby represents and warrants that the patent registrations and applications identified on said Schedule A reflect all of the patent registrations and applications in which Debtor has any interest.

Debtor grants this security interest to secure payment of all of the obligations and liabilities of Debtor to Secured Party including without limitation those debts and obligations incurred pursuant to various credit facility agreements and promissory notes and a certain personal Guaranty from LaHaye originally dated September 13, 1996, as such agreements, notes and Guaranty have been and may be extended and modified from time to time, (including without limitation the restated and amended personal guaranty of even date), and also any and all liabilities, direct or indirect, absolute or contingent, now existing or hereafter arising of Debtor to Secured Party and all costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in collecting the same or in insuring, maintaining, preserving or paying taxes with respect to the Collateral or in perfecting, continuing perfected, proving or establishing Secured Party's security interest (collectively the "Obligations").

Debtor hereby warrants, covenants and agrees as follows:

1. The Collateral is owned and used primarily for business purposes.
2. HPS is a corporation duly organized and existing under the laws of the State of New Hampshire. Hague is a corporation duly organized and existing under the laws of the State of Maine.
3. The Collateral is at Debtor's risk. No injury to or loss of the Collateral shall release Debtor from Debtor's obligations hereunder.
4. Debtor shall keep the Collateral in good condition and repair to the extent applicable, and duly licensed and registered with the appropriate governmental agencies. Debtor

shall pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of maintaining the Collateral. In the event Debtor fails to maintain the Collateral as required herein, Secured Party shall have the right to take such actions and make such payments as it reasonably deems necessary to preserve the value of the Collateral, and all amounts so expended by Secured Party shall be added to the amounts owed to Secured Party by Debtor. No action Debtor takes, or fails to take with respect to the maintenance of the Collateral shall be deemed an event of default under Section 7 below, provided the failure to maintain any aspect of the Collateral results from Debtor's exercise of reasonable business judgment after consultation with Secured Party.

5. Except for the security interest granted hereby, Debtor is and will be the sole owner of the Collateral free from any prior lien, security interest or encumbrance, Debtor shall not transfer any interest in the Collateral without Secured Party's prior written consent and shall keep it free from any lien, encumbrance, or security interest. Debtor shall not permit the identity of the Collateral to be lost. Debtor will not use the Collateral for any illegal purpose. Debtor may retain possession of the Collateral until a default of any provisions hereof, but agrees to permit Secured Party to inspect the Collateral and all records and registrations relating to the Collateral, at any time.

except for claims of the United States Government. its Agency.
[Handwritten signature]

6. Debtor agrees to execute any further instruments, including one or more financing statements or filing notices, and to pay all filing and other costs necessary to perfect and continue perfected Secured Party's security interest in the Collateral, whether such filings are with any State Secretary of State, the U.S. Patent and Trademark Office or any other agency, entity or person.

7. Upon the happening of any of the following events or conditions, namely: (i) default in the payment or performance of any of the Obligations or of any warranty, representation, agreement, covenant or liability contained or referred to herein or in any

agreement, note, guaranty or other instrument evidencing any of the Obligations which default is not cured within ninety (90) days of delivery of written notice of such default to Debtor; (ii) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor, in connection with this Agreement or to induce Secured Party to make or facilitate a loan to Debtor, proving to have been false in any material respect when made or furnished; (iii) loss, theft, substantial damage, destruction, sale, transfer or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (iv) death, dissolution, termination of existence, insolvency, business failure of, or appointment of a receiver of or of any part of the property of, or assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, HPS, Hague or LaHaye; thereupon, or at any time thereafter (such default not having previously been cured) Secured Party at its option may declare all of the Obligations to be immediately due and payable and shall then have the remedies of a secured party under the Maine Uniform Commercial Code, or other applicable law, including, without limitation, the right to take possession of the Collateral, and for that purpose Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral or any part or record thereof may be situated and remove the same therefrom. Secured Party may require Debtor to make the Collateral available to Secured Party at a place to be designated by Secured Party. Secured Party will give Debtor at least ten (10) business days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made.

Provided LaHaye, HPS and Hague, in connection with any such sale of the Collateral after default, all have (1) cooperated fully in such sale including without limitation by consulting with the buyer of the Collateral concerning the technology and knowhow associated with the Collateral, as necessary to implement and utilize the Collateral upon any sale of the Collateral;

and (2) refrained from utilizing the Collateral and related technology in any manner that is competitive with its use by Hague, Debtor shall be entitled to receive a portion of the proceeds from any sale of the Collateral equal to the greater of (1) forty percent (40%) of the net sales proceeds (after Secured Party's expenses of collection and sale) or (2) the amount by which the net sales proceeds exceed the total amount owed to Secured Party by Debtor.

8. This Agreement and the security interest in the Collateral created hereby shall terminate when the Obligations have been paid in full. No waiver by Secured Party of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. Any notice required to be given to Debtor by Secured Party shall be deemed properly given if mailed postage prepaid to Debtor's address set forth above. All rights of Secured Party hereunder shall inure to the benefit of their personal representatives, heirs, successors and assigns; and all obligations of Debtor shall bind the heirs, executors, administrators, legal and personal representatives, successors and assigns of Debtor. If there be more than one Debtor, their obligations hereunder shall be joint and several.

9. Any provision of this Agreement, the effectiveness or enforceability of which is prohibited by the laws of any state whose law governs such effectiveness or enforceability, shall, as to such state, be ineffective, but only to the extent of such prohibition and without invalidating the remaining provisions of the Agreement. The law governing this Agreement shall be that of the State of Maine, and in addition to all rights given to Secured Party by this Agreement, Secured Party shall have all the rights and remedies of a secured party under the Maine Uniform Commercial Code.

WITNESS the due execution hereof this 25th day of November, 1998.

WITNESS:

DEBTOR:

HPS MERRIMACK CORP.

[Signature]

By: [Signature]
Print Name: PAUL G. LAHAYE
Title: CHAIRMAN.

Hague International

[Signature]

By: [Signature]
Paul G. LaHaye
Its Chairman

[Signature]
Paul G. LaHaye

SECURED PARTY:

[Signature]

[Signature]
Widgery Thomas, Jr.

[Signature]

[Signature]
Edward S. Boulos, Jr.

Exit 3 Realty Corp.

[Signature]

By: [Signature]
Edward S. Boulos, Jr.
Its President

Schedule A

IN FORCE PATENTS OF HAGUE INTERNATIONAL

See Note 1 to Schedule A attached

PATENT NO.	ISSUE DATE	INVENTOR(S)	TITLE
4,380,429	04/19/83	LaHaye, et al.	Recirculating Burner
5,296,112	03/22/94	Segar, et al.	Oxygen Monitoring Devices
4,892,139	01/09/90	LaHaye, et al.	Means and Method for Preventing Unwanted Accumulation in Heat Exchangers
4,437,217	03/20/84	LaHaye, et al.	Composite Ceramic Heat Exchanger Tube
5,250,090	10/05/93	LaHaye, Vandervort	Separation Devices
5,765,596	06/16/98	LaHaye, et al.	Heat Exchanger, Ceramic
4,332,295	06/01/82	LaHaye, et al.	Composite Ceramic Heat Exchange Tube
4,254,715	03/10/81	LaHaye, et al.	Solid Fuel Combustor and Method of Burning
4,144,020	03/13/79	LaHaye, et al.	Energy Conserving Process Furnace System and Components Thereof
4,060,379	11/29/77	LaHaye, et al.	Energy Conserving Process Furnace System and Components Thereof
4,050,877	09/27/77	LaHaye, et al.	Reduction of Gaseous Pollutants in Combustion Flame Gas
4,029,465	06/14/77	LaHaye, et al.	Energy Conserving Process Furnace System and Components Thereof
4,336,721	06/29/82	Curtis	Gas Analyzer
4,134,449	01/16/79	LaHaye, et al.	Bellows Sealing Arrangement
4,115,051	09/19/78	Bjerklie, et al.	Radiation Reflecting Door for Process Furnace
4,070,841	01/31/78	LaHaye, et al.	Insulated Wall Means and Method
Applications			
U.S.09/024,755	02/18/98	LaHaye, et al.	Turbine Control Valve
U.S.08/986,246	12/05/97	LaHaye, et al.	Turbine Control Valve
U.S.98/03113PCT	02/19/97	LaHaye, et al.	Turbine Control Valve

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NOTE 1 TO SCHEDULE A

Schedule A includes some patent applications and patents which are in some cases expired or abandoned or about to be abandoned, but the list is believed to include, inter alia, all current patents and patent applications and will be supplemented as required with respect to any other specific Patent Numbers or application Numbers. NO WARRANTY IS GIVEN BY THE DEBTOR WITH RESPECT TO PATENT VALIDITY OR SCOPE OR THAT ANY OF THE PATENT APPLICATIONS WILL BE GRANTED OR MATURED AS A PATENT, AND IF SO, THAT SUCH RESULTING PATENTS WILL BE HELD VALID.

JSL
11/25/95

RECORDED: 12/07/1998

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