

02-01-1999

Docket No: 27562-00300

FORM PT-159 (Modified)
(Rev. 6-93)
OMB No. (551-0011) (exp. 4/94)
Copyright 1996-9 LegalStar
POBA/REV.12

ET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



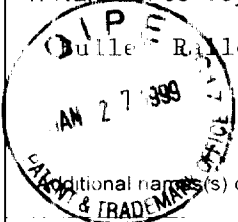
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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

2. Name and address of receiving party(ies)



Bullet Racket Systems, Inc.

Name: The Chase Manhattan Bank, as Agent

Address: 270 Park Avenue

30th Floor

Additional name(s) of conveying party(ies) Yes No

3. Nature of conveyance:

1-27-99

- Assignment Merger
- Security Agreement Change of Name
- Other

City: New York State/Prov: NY

Country: ZIP: 10017-2070

Execution Date: 01/06/99

Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.	Filing date	B. Patent No.(s)
		5,787,817

02/01/1999 SBURNS 00000034 5787817

01 FC:581 40.00 CP

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed

6. Total number of applications and patents involved:

Name: Joseph K. Falzon

7. Total fee (37 CFR 3.41): \$ 40.00

Registration No: N/A

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Address: Milbank, Tweed, Hadley & McCloy

Authorized to be charged to deposit account

1 Chase Manhattan Plaza

50th Floor

8. Deposit account number: 40E

City: New York State/Prov: NY

Country: ZIP: 10005

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.

Joseph K. Falzon

January 13, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and 10

PATENT REEL: 9719 FRAME: 0339

CONFIRMATION AND GRANT OF SECURITY AGREEMENT

CONFIRMATION AND GRANT OF SECURITY AGREEMENT dated as of December 31, 1998 (this "Agreement") between BULLET PALLET SYSTEMS, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Grantor"), and The Chase Manhattan Bank, as agent (the "Agent") for the Banks referred to in the Security Agreement referred to below.

WHEREAS, the Grantor, by Joinder Agreement dated as of November 13, 1998 (the "Joinder Agreement") became a party to the Security Agreement dated as of April 11, 1998 among Burnham Service Corporation, the Subsidiaries and the Agent (together with such Joinder Agreement, as they may be amended, supplemented and restated and in effect from time to time, the "Security Agreement"), has granted a security interest in all of its property, including its intellectual property;

WHEREAS, the Grantor and the Agent desire to confirm, and facilitate the perfection of, such security interest in such intellectual property, including patents issued by the United States Patent and Trademark Office (the "U.S. PTO"); and

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Security Agreement and used herein (including in the introductory paragraph and the recitals), but not defined herein, shall have the respective meanings assigned to such terms in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants (and confirms its grant in the Security Agreement of) a security interest in favor of the Agent as security for the Secured Obligations in and to all Collateral in which the Grantor has any right, title or interest, including the following (collectively, the "Patent Collateral"):

(a) (i) all patents, patent applications and patentable inventions identified on Schedule I hereto and all inventions and improvements described and claimed in any such patent or patent application, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof) and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof and all improvements thereon (the "Patents");

(b) all license agreements with any other person in connection with any of the Patents or such other person's patents, to the fullest extent lawfully permissible under any such license agreement whether the Grantor is a licensor or licensee thereunder (the "Licenses"); and

(c) all proceeds of any and all of the foregoing, and all interest, principal, royalties, license fees, rents, dividends, cash, instruments, and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Patents and/or Licenses (and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof), any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patents and/or Licenses and cash and cash equivalents),

it being understood that all rights and remedies of the Agent with respect to the Patent Collateral shall be in addition to, and not in derogation of, any rights and remedies with respect thereto and the other Collateral available to the Agent under the Security Agreement.

Section 3. Representations and Warranties. The Grantor represents and warrants that as of the date hereof:

(a) Schedule I hereto sets forth a complete and accurate list all patents, patent applications and patentable inventions in which the Grantor has any interest;

(b) (i) the Grantor's interest in the Patents set forth in Schedule I hereto is free and clear of any lien, security interest, option, charge, or pledge (other than those created by this Agreement and the Security Agreement), assignment (whether conditional or unconditional), covenant or other encumbrance (other than Liens permitted by Section 8.15 of the Credit Agreement); (ii) the Grantor has made no previous assignment, transfer covenant or agreement constituting a present or future assignment, transfer or encumbrance of any of the Patent Collateral (other than under the Security Agreement); and (iii) the Grantor has not executed any financing statement or other instrument similar in effect covering all or any part of the Patent Collateral and no financing statement covering all or any part of the Patent Collateral is on file with the U.S. PTO or other filing or registration office (other than as may have been executed and filed or registered in favor of the Agent in connection with this Agreement or the Security Agreement); and

(c) the location of its chief executive office and each other place of at which conduct business or has any other operations is listed in Schedule II hereto

Section 4. Further Assurances.

(a) The Grantor shall make all necessary filings, recordations and payments of maintenance fees to protect and maintain its interest in the Patents, including all necessary filings and recordings in the U.S. PTO.

(c) The Grantor shall from time to time, at its own expense, promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or that the Agent may reasonably request, in order to (i) continue, perfect and protect any security interest granted or purported to be granted hereby, or (ii) enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Patent

such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(c) The Grantor shall, if it should obtain an ownership interest in any patent, patent application, patentable invention or License agreement in connection with the same which as of the date hereof is not part of the Patent Collateral, give prompt notice thereof to the Agent, and the Grantor agrees that (i) the provisions of Section 1 hereof shall automatically apply thereto and (ii) any such patent, patent application, patentable invention or License agreement shall automatically become part of the Patent Collateral.

(d) The Grantor hereby authorizes the Agent to amend, supplement and restate Schedule I hereto, from time to time, to include any patent, patent application or, patentable invention or License agreement in connection with the same which becomes part of the Patent Collateral under paragraph (c) of this Section or otherwise (and the Grantor shall cooperate with the Agent in such respect, including by signing any such amended, supplemented or restated Schedule I if the Agent so requests)

(e) The Grantor shall take all reasonably necessary steps, including in the U.S. PTO or in any court, to maintain and pursue each patent application now or hereafter included in the Patent Collateral and maintain each such patent or patent application now or hereafter included in the Patent Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, infringement and misappropriation proceedings, unless the Grantor shall have previously determined that such use or the pursuit or maintenance thereof is no longer desirable in the conduct of the business of the Grantor and that the loss thereof will not have a material adverse effect on the business or financial condition of the Grantor. The Grantor shall take corresponding steps with respect to each new or acquired patent or patent application to which it is now or later becomes entitled to use, maintain or pursue. Any expenses incurred in connection with such activities shall be borne by the Grantor.

(f) The Grantor agrees that it shall take all steps it shall deem necessary to enable it to comply with the covenants made in this Agreement.

(g) Upon the occurrence and during the continuance of an Event of Default, the Grantor will use its best efforts to obtain any consents, waivers or agreements necessary to enable the Agent to exercise its remedies with respect to the Patent Collateral.

Section 5. Appointment of Agent as Attorney-in-Fact. The Grantor hereby irrevocably appoints the Agent the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default, in the Agent's discretion, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquaintance and receipts for moneys due and to become due under or in respect of any of the Patent Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payment relating to any of the Patent Collateral or otherwise to enforce the rights of the Agent with respect to any of the Patent Collateral.

Section 6. Change of Executive Office. If the Grantor shall change the location of its chief executive office at any time after the date hereof, the Grantor shall promptly (and, in any case, not later than 3 days after such change of location) give written notice to the Agent of the address of such new chief executive office.

Section 7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

Section 8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto (including the Banks) and their respective successors and assigns.

Section 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed as of the day and year first above written.

BULLET PALLET SYSTEMS, INC.

By: 

Name: ANDREW L. WOOD
Title: CHAIRMAN + CEO.

THE CHASE MANHATTAN BANK,
as Agent

By: 

Name: INA J. PENLAND
Title: VICE PRESIDENT

Patents

United States patent entitled "Pallet for Storing Wheeled Items", number 5,787,817, dated August 4, 1998, inventor Julius F. Heil.

Patent Applications

None

Patentable Applications

None

Chief Executive Office

1630 Phoenix Boulevard
Atlanta, Georgia 30349

Other Places of Business and Operations

None

STATE OF GEORGIA)
)
COUNTY OF CLAYTON)

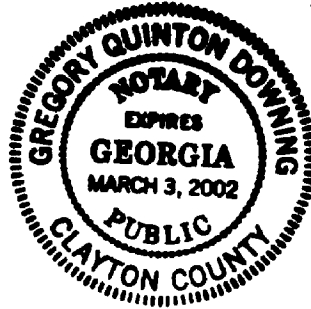
SS:

On this 22nd day of December, 1998, before me, the undersigned, a Notary Public in and for the state of Georgia, duly commissioned and sworn, personally appeared _____, to me known who, being by me duly sworn, did depose and say that he/she resides at 609 Wingspread Dr Peachtree City, GA 30269; that ~~he~~ she is the Chief Executive Officer of BULLET PALLET SYSTEMS, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto under authority of the board of directors of said corporation.

Witness my hand and seal hereto affixed the day and year first above written.

Gregory Quinton Downing
NOTARY PUBLIC

NA983550.141/-1+

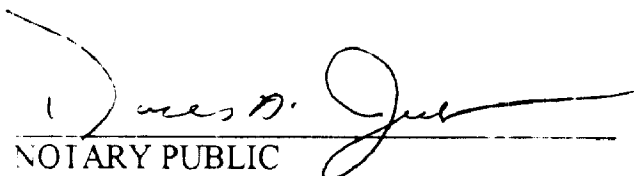


STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

Or this 6th day of January, 1999, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared ~~Douglas A. Jenks~~ ^{IRA S} ~~Jenks~~, to me known who, being by me duly sworn, did depose and say that he is a Vice President of THE CHASE MANHATTAN BANK, a New York State banking corporation described in and which executed the foregoing instrument, with offices located at 380 Madison Avenue, 9th Floor, New York, New York 10017; and that he signed his name thereto with due authority of said banking corporation.

Witness my hand and seal hereto affixed the day and year first above written.


NOTARY PUBLIC

DOUGLAS A. JENKS
Notary Public, State of NY
No. 4800719
Qualified in Dutchess County
Term Expires December 31, 1999

NY3 #7194333v3

RECORDED: 01/27/1999

PATENT
REEL: 9719 FRAME: 0348