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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

RM PTO-1595

Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



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To the Honorable Commissioner of F

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the attached original documents or copy thereof.

1. Name of conveying party(ies):

EPCAD Systems, L.L.C.

2. Name and address of receiving party(ies):

Name: Trinity Industries, Inc.

Internal Address: _____

Street Address: 2525 Stemmons FreewayCity: Dallas, State: TX ZIP: 75207Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____Execution Date: March 10, 2000

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: _____

A. Patent Application No.(s)

PCT/GB98/02874PCT/RU97/00253

B. Patent No.(s)

5,700,3665,958,604Additional numbers attached? ☒ Yes ☐ No

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

Name: William D. Jackson

Internal Address: _____

Street Address: Locke Liddell & Sapp LLP2200 Ross Avenue, Suite 2200City: Dallas State: TX ZIP: 75201-67766. Total number of applications and patents involved: 57. Total fee (37 CFR 3.41) \$ 200.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

06/27/2000 INVENTES 00000276 PCT/GB98/02874

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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.

William D. Jackson

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 23Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

(Form PTO-1595-Recordation Form Cover Sheet - page 1 of 3)

PATENT
REEL: 010871 FRAME: 0126

Attachment to Form PTO - 1595
Recordation Form Cover Sheet

Additional Application and/or Patent Numbers

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-- 5,981,084

**AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT ("Agreement") is made as of the 10th day of March, 2000, by EPCAD Systems, L.L.C., a Delaware limited liability company ("Debtor", whether one or more), in favor of Trinity Industries, Inc, a Delaware corporation ("Trinity"). Debtor hereby agrees with Trinity as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings indicated below:

(a) The term "Borrower" shall mean Debtor.

(b) The term "Code" shall mean the Uniform Commercial Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.

(c) The term "Collateral" shall mean all property specifically described on Schedule "A" attached hereto and made a part hereof. The term Collateral, as used herein, shall also include (i) all certificates, instruments and/or other documents evidencing the foregoing and (ii) all renewals, replacements and substitutions of all of the foregoing. The delivery at any time by Debtor to Secured Party of any property as a pledge to secure payment or performance of any indebtedness or obligation whatsoever shall also constitute a pledge of such property as Collateral hereunder.

(d) The term "Indebtedness" shall mean (i) the indebtedness in the amount of Three Million Dollars (\$3,000,000.00) evidenced by that certain Amended and Restated Convertible Note of even date herewith by and between Debtor and Trinity (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations owing to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above, (iv) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

(e) The term "Loan Agreement" shall mean that certain Loan Agreement of even date herewith between Debtor and Trinity, as renewed, extended, modified and restated from time to time.

(f) The term "Loan Documents" shall mean all instruments and documents evidencing, securing, governing, guaranteeing and/or pertaining to the Indebtedness.

(g) The term "Secured Party" shall mean Trinity, its successors and assigns, including without limitation, any party to whom Trinity, or its successors or assigns, may assign its rights and interests under this Agreement.

All words and phrases used herein which are expressly defined in Section 1.201, Chapter 8 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201, Chapter 8 or Chapter 9 of the Code.

2. Security Interest. As security for the Indebtedness, Debtor, for value received, hereby grants to Secured Party a continuing security interest in the Collateral.

3. [Section not utilized.]

4. [Section not utilized.]

5. [Section not utilized.]

6. Representations and Warranties. Debtor hereby represents and warrants the following to Secured Party:

(a) Due Authorization. The execution, delivery and performance of this Agreement and all of the other Loan Documents by Debtor have been duly authorized by all necessary corporate action of Debtor, to the extent Debtor is a corporation, or by all necessary limited liability company action, to the extent Debtor is a limited liability company, or by all necessary partnership action, to the extent Debtor is a partnership.

(b) Enforceability. This Agreement and the other Loan Documents constitute legal, valid and binding obligations of Debtor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(c) Ownership and Liens. Debtor has good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement. No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral. Debtor has not executed any other security agreement currently affecting the Collateral and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party.

(d) No Conflicts or Consents. Neither the ownership, the intended use of the Collateral by Debtor, the grant of the security interest by Debtor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will (i) conflict with any provision of (A) any domestic or foreign law, statute, rule or regulation, (B) the articles or certificate of incorporation, charter, bylaws, certificate of formation, limited liability company agreement, or partnership agreement, as the case may be, of Debtor, or (C) any agreement, judgment, license, order or permit applicable to or binding upon Debtor or otherwise affecting the Collateral, or (ii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Debtor or of any person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents, no consent, approval, authorization or order of, and no notice to or filing with, any court, governmental authority or third party is required in connection with the grant by Debtor of the security interest herein or the exercise by Secured Party of its rights and remedies hereunder.

(e) Security Interest. Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance. This Agreement creates a legal, valid and binding security interest in favor of Secured Party in the Collateral securing the Indebtedness. Possession by Secured Party of all certificates, instruments and cash constituting Collateral from time to time and/or the filing of the financing statements delivered prior hereto and/or concurrently herewith by Debtor to Secured Party will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral.

(f) Location. Debtor's residence or chief executive office, as the case may be, and the office where the records concerning the Collateral are kept is located at its address set forth on the signature page hereof. Except as specified elsewhere herein, all Collateral shall be kept at such address and such other addresses as may be listed in Schedule "B" attached hereto and made a part hereof.

(g) Solvency of Debtor. As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Debtor at the time of the execution of this Agreement, (i) Debtor is and will be solvent, (ii) the fair saleable value of Debtor's assets exceeds and will continue to exceed Debtor's liabilities (both fixed and contingent), (iii) Debtor is paying and will continue to be able to pay its debts as they mature, and (iv) if Debtor is not an individual, Debtor has and will have sufficient capital to carry on Debtor's businesses and all businesses in which Debtor is about to engage.

7. [Section not utilized.]

8. Affirmative Covenants. Debtor will comply with the covenants contained in this Section 8 at all times during the period of time this Agreement is effective unless Secured Party shall otherwise consent in writing.

(a) Ownership and Liens. Debtor will maintain good and marketable title to all Collateral and to the undivided 75% interest of Debtor in the EPCAD Collateral not covered by this Agreement (the "75% Interest") free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and the security interests and other encumbrances expressly permitted by the other Loan Documents and the right of Debtor to pledge the 75% Interest to secure a loan from a financial institution provided that Trinity's rights and obligations with regard to any of EPCAD Collateral are not adversely affected and the lender delivers to Trinity an enforceable agreement of such lender granting to Trinity a right to acquire the 75% Interest at a price not to exceed the outstanding principal balance, accrued interest and accrued expenses under such loan should the lender foreclose or seize such interest in the EPCAD Collateral. Except as permitted in the preceding sentence, Debtor will not permit any dispute, right of setoff, counterclaim or defense to exist with respect to all or any part of the Collateral or the 75% Interest. Debtor will cause any financing statement or other security instrument with respect to the Collateral or the 75% Interest to be terminated, except as may exist or as may have been filed in favor of Secured Party or as may be filed pursuant to Debtor's right to obtain future financing as set forth in the first sentence of this Section 8(a). Debtor will defend at its expense Secured Party's right, title and security interest in and to the Collateral against the claims of any third party.

(b) Further Assurances. Debtor will from time to time at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Secured Party may request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including without limitation: (A) executing and filing such financing or continuation statements, or amendments thereto; and (B) furnishing to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral, all in reasonable detail satisfactory to Trinity. When applicable law provides more than one method of perfection of Secured Party's security interest in the Collateral, Secured Party may choose the method(s) to be used.

(c) Inspection of Collateral. Debtor will keep adequate records concerning the Collateral and will permit Secured Party and all representatives and agents appointed by Secured Party to inspect any of the Collateral and the books and records of or relating to the Collateral at any time during normal business hours, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information. To the extent applicable, information gathered by Trinity pursuant to this Section 8(c) shall be subject to the provisions of Article VIII of that certain Technology Development Agreement of even date herewith among Debtor, Trinity and others.

(d) Payment of Taxes. Debtor (i) will timely pay all property and other taxes, assessments and governmental charges or levies imposed upon the Collateral or any part thereof, (ii) will timely pay all lawful claims which, if unpaid, might become a lien or charge

upon the Collateral or any part thereof, and (iii) will maintain appropriate accruals and reserves for all such liabilities in a timely fashion in accordance with generally accepted accounting principles. Debtor may, however, delay paying or discharging any such taxes, assessments, charges, claims or liabilities so long as the validity thereof is contested in good faith by proper proceedings and provided Debtor has set aside on Debtor's books adequate reserves therefor; provided, however, Debtor understands and agrees that in the event of any such delay in payment or discharge and upon Secured Party's written request, Debtor will establish with Secured Party an escrow acceptable to Secured Party adequate to cover the payment of such taxes, assessments and governmental charges with interest, costs and penalties and a reasonable additional sum to cover possible costs, interest and penalties (which escrow shall be returned to Debtor upon payment of such taxes, assessments, governmental charges, interests, costs and penalties or disbursed in accordance with the resolution of the contest to the claimant) or furnish Secured Party with an indemnity bond secured by a deposit in cash or other security acceptable to Secured Party. Notwithstanding any other provision contained in this Subsection, Secured Party may at its discretion exercise its rights under Subsection 10(c) at any time to pay such taxes, assessments, governmental charges, interest, costs and penalties.

(e) [Section not utilized.]

(f) Adverse Claim. Debtor covenants and agrees to promptly notify Secured Party of any claim, action or proceeding affecting title to the Collateral, or any part thereof, or the security interest created hereunder and, at Debtor's expense, defend Secured Party's security interest in the Collateral against the claims of any third party. Debtor also covenants and agrees to promptly deliver to Secured Party a copy of all written notices received by Debtor with respect to the Collateral, including without limitation, notices received from the issuer of any securities pledged hereunder as Collateral.

(g) Delivery of Instruments and/or Certificates. Contemporaneously herewith, Debtor covenants and agrees to deliver to Secured Party any certificates, documents or instruments representing or evidencing the Collateral, with Debtor's endorsement thereon and/or accompanied by proper instruments of transfer and assignment duly executed in blank with, if requested by Secured Party, signatures guaranteed by a member or member organization in good standing of an authorized Securities Transfer Agents Medallion Program, all in form and substance satisfactory to Secured Party.

9. Negative Covenants. Debtor will comply with the covenants contained in this Section 9 at all times during the period of time this Agreement is effective, unless Secured Party shall otherwise consent in writing.

(a) Transfer or Encumbrance. Debtor will not (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the Collateral or the 75% Interest, (ii) grant a lien or security interest in or execute, file or record any financing statement or other security instrument with respect to the Collateral or the 75% Interest to any party other than Secured Party, or (iii) deliver actual or constructive possession of any of the Collateral or the 75% Interest to any party other than Secured Party,

except for (A) the granting of licenses in the ordinary course of business to third parties to exploit and use the EPCAD Technology, (B) Debtor's right to obtain future financing as set forth in the first sentence of Section 8(a), (C) sales and leases of inventory in the ordinary course of business, and (D) the sale or other disposal of any item of equipment which is worn out or obsolete and which has been replaced by an item of equal suitability and value, owned by Debtor and made subject to the security interest under this Agreement, but which is otherwise free and clear of any lien, security interest, encumbrance or adverse claim; provided, however, the exceptions permitted in clauses (A), (B), (C) and (D) above shall automatically terminate upon the occurrence of an Event of Default.

(b) Impairment of Security Interest. Except for the granting of licenses in the ordinary course of business to third parties to exploit and use the EPCAD Technology, Debtor will not take or fail to take any action which would in any manner impair the value or enforceability of Secured Party's security interest in any Collateral.

(c) Possession of Collateral. Except for the granting of licenses in the ordinary course of business to third parties to exploit and use the EPCAD Technology, Debtor will not cause or permit the removal of any Collateral or the 75% Interest from its possession, control and risk of loss, nor will Debtor cause or permit the removal of any Collateral from the address on the signature page hereof and the addresses specified on Schedule "B" to this Agreement other than (i) as permitted by Subsection 9(a), or (ii) in connection with the possession of any Collateral by Secured Party or by its bailee.

(d) [Section not utilized.]

(e) Compromise of Collateral. Debtor will not adjust, settle, compromise, amend or modify any Collateral, except an adjustment, settlement, compromise, amendment or modification in good faith and in the ordinary course of business; provided, however, this exception shall automatically terminate upon the occurrence of an Event of Default or upon Secured Party's written request. Debtor shall provide to Secured Party such information concerning (i) any adjustment, settlement, compromise, amendment or modification of any Collateral, and (ii) any claim asserted by any account debtor for credit, allowance, adjustment, dispute, setoff or counterclaim, as Secured Party may request from time to time.

(f) Financing Statement Filings. Debtor recognizes that financing statements pertaining to the Collateral have been or may be filed where Debtor maintains any Collateral, has its records concerning any Collateral or has its residence or chief executive office, as the case may be. Without limitation of any other covenant herein, Debtor will not cause or permit any change in the location of (i) any Collateral, (ii) any records concerning any Collateral, or (iii) Debtor's residence or chief executive office, as the case may be, to a jurisdiction other than as represented in Subsection 6(f) unless Debtor shall have notified Secured Party in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral. In any written notice furnished pursuant to this Subsection, Debtor will expressly state that the notice is required by this Agreement and contains facts that may

require additional filings of financing statements or other notices for the purpose of continuing perfection of Secured Party's security interest in the Collateral.

10. **Rights of Secured Party.** Secured Party shall have the rights contained in this Section 10 at all times during the period of time this Agreement is effective.

(a) **Additional Financing Statements Filings.** Debtor hereby authorizes Secured Party to file, without the signature of Debtor, one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Debtor further agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction Secured Party may deem appropriate.

(b) **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to transfer any instruments, documents or certificates pledged as Collateral in the name of Secured Party or its nominee; (ii) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral; and (iii) take any action on behalf of Debtor in the United States Patent and Trademark Office or any other governmental agency, whether state or federal and whether domestic or foreign or before any court or representative thereof, or with any third party, in order for Secured Party to realize value from the Collateral or that is otherwise permitted under Subsection 12(a)(ix).

(c) **Performance by Secured Party.** If Debtor fails to perform any agreement or obligation provided herein, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by Debtor on demand.

Notwithstanding any other provision herein to the contrary, Secured Party does not have any duty to exercise or continue to exercise any of the foregoing rights and shall not be responsible for any failure to do so or for any delay in doing so.

11. **Events of Default.** The occurrence of an Event of Default (as defined in the Loan Agreement) shall constitute an "**Event of Default**" under this Agreement.

12. **Remedies and Related Rights.** If an Event of Default shall have occurred, and without limiting any other rights and remedies provided herein, under any of the other Loan Documents or otherwise available to Secured Party, Secured Party may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. Secured Party may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral);

(ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties;

(iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of Debtor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Secured Party's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral, and Debtor hereby consents to any such appointment;

(viii) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise; and

(ix) sell, license or otherwise convey rights in Collateral to third parties and recover proceeds therefrom, prosecute pending patent applications and pay maintenance fees for issued patents, and take action against infringers (Secured Party shall not, however, have any affirmative obligation to take or defend any action on behalf of Debtor and shall not be liable for any failure to take any such action or for any action reasonably taken).

Debtor agrees that in the event Debtor is entitled to receive any notice under the Uniform Commercial Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at Debtor's address set forth on the signature page hereof, five (5) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) [Section not utilized.]

(c) Application of Proceeds. If any Event of Default shall have occurred, Secured Party may at its discretion apply or use any cash held by Secured Party as Collateral, and any cash proceeds received by Secured Party in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Secured Party may elect:

(i) to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Secured Party in connection with (A) the administration of the Loan Documents, (B) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (C) the exercise or enforcement of any of the rights and remedies of Secured Party hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;

(iii) to the satisfaction of the Indebtedness;

(iv) by holding such cash and proceeds as Collateral;

(v) to the payment of any other amounts required by applicable law (including without limitation, Section 9.504(a)(3) of the Code or any other applicable statutory provision); and

(vi) by delivery to Debtor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(d) No Deficiency. Notwithstanding any other provision contained herein to the contrary, Borrower and any party who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall not be liable for any deficiency.

(e) Non-Judicial Remedies. In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, Debtor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. Debtor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party or Debtor from resorting to judicial process at either party's option.

(f) Other Recourse. Debtor waives any right to require Secured Party to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with Debtor in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Secured Party. Debtor further waives any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness. Debtor further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Indebtedness shall have been paid in full, Debtor shall have no right of subrogation and Debtor waives the right to enforce any remedy which Secured Party has or may hereafter have against any third party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Secured Party. Debtor authorizes Secured Party, and without notice or demand and without any reservation of rights against Debtor and without affecting Debtor's liability hereunder or on the Indebtedness to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Secured Party may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party.

(g) [Section not utilized.]

(h) No License Agreement Restrictions. If Secured Party forecloses on its security interest in the Collateral, Secured Party's rights to exploit and use the Collateral shall not be limited by that certain License Agreement of even date herewith between Trinity and Debtor.

13. Indemnity. Debtor hereby indemnifies and agrees to hold harmless Secured Party, and its officers, directors, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by, or asserted against, any Indemnified Person arising in connection with the Loan Documents, the Indebtedness or the Collateral (including without limitation, the enforcement of the Loan Documents and the defense of any Indemnified Person's actions and/or inactions in connection with the Loan Documents). WITHOUT LIMITATION, THE

FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO ANY CLAIMS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH AND/OR ANY OTHER INDEMNIFIED PERSON, except to the limited extent the Claims against an Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. If Debtor or any third party ever alleges such gross negligence or willful misconduct by any Indemnified Person, the indemnification provided for in this Section shall nonetheless be paid upon demand, subject to later adjustment or reimbursement, until such time as a court of competent jurisdiction enters a final judgment as to the extent and effect of the alleged gross negligence or willful misconduct. The indemnification provided for in this Section shall survive the termination of this Agreement and shall extend and continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder, provided the actions being indemnified occurred during the term of this Agreement.

14. Miscellaneous.

(a) Entire Agreement. This Agreement and the other Loan Documents contain the entire agreement of Secured Party and Debtor with respect to the Collateral. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Collateral, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement, but all security agreements, financing statements, guaranties, other contracts and notices for the benefit of Secured Party shall continue in full force and effect to secure the Indebtedness unless Secured Party specifically releases its rights thereunder by separate release.

(b) Amendment. No modification, consent or amendment of any provision of this Agreement or any of the other Loan Documents shall be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced.

(c) Actions by Secured Party. The lien, security interest and other security rights of Secured Party hereunder shall not be impaired by (i) any renewal, extension, increase or modification with respect to the Indebtedness, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant with respect to the Collateral, or (iii) any release or indulgence granted to any endorser, guarantor or surety of the Indebtedness. The taking of additional security by Secured Party shall not release or impair the lien, security interest or other security rights of Secured Party hereunder or affect the obligations of Debtor hereunder.

(d) Waiver by Secured Party. Secured Party may waive any Event of Default without waiving any other prior or subsequent Event of Default. Secured Party may remedy any default without waiving the Event of Default remedied. Neither the failure by Secured Party to exercise, nor the delay by Secured Party in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Secured Party of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure by

Debtor therefrom shall be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances.

(e) Costs and Expenses. Debtor will upon demand pay to Secured Party the amount of any and all costs and expenses (including without limitation, attorneys' fees and expenses), which Secured Party may incur in connection with (i) the exercise or enforcement of any of the rights of Secured Party under the Loan Documents, or (ii) the failure by Debtor to perform or observe any of the provisions hereof.

(f) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

(g) Venue. This Agreement has been entered into in the county in Texas where Trinity's address for notice purposes is located, and it shall be performable for all purposes in such county. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Agreement and venue for any such disputes shall be in the county or judicial district where this Agreement has been executed and delivered.

(h) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(i) No Obligation. Nothing contained herein shall be construed as an obligation on the part of Secured Party to extend or continue to extend credit to Borrower.

(j) Notices. All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the signature page hereof or to such different address as the addressee shall have designated by written notice sent pursuant to the terms hereof and shall be deemed to have been received either, in the case of personal delivery, at the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party shall have the right to change its address for notice hereunder to

any other location within the continental United States by notice to the other party of such new address at least thirty (30) days prior to the effective date of such new address.

(k) Binding Effect and Assignment. This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on Debtor and the heirs, executors, administrators, personal representatives, successors and assigns of Debtor, and (iii) shall inure to the benefit of Secured Party and its successors and assigns. Secured Party may pledge, assign or otherwise transfer the Indebtedness and its rights under this Agreement and any of the other Loan Documents only to a wholly-owned subsidiary of Trinity. Debtor's rights and obligations hereunder may not be assigned or otherwise transferred without the prior written consent of Secured Party.

(l) Termination. Upon the satisfaction in full of the Indebtedness, this Agreement and the security interests created hereby shall terminate. Upon termination of this Agreement, Secured Party will, at Debtor's sole cost and expense, return to Debtor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination.

(m) Cumulative Rights. All rights and remedies of Secured Party hereunder are cumulative of each other and of every other right or remedy which Secured Party may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies.

(n) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(o) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

(p) Amendment and Restatement. This Agreement is given in amendment, restatement, renewal and extension of that certain Pledge and Security Agreement dated October 8, 1999 executed by Metal Technology, Inc. in favor of Trinity (the "Original Agreement"). On or before the date hereof, Metal Technology, Inc., a Louisiana corporation, has conveyed the EPCAD Collateral to MTI Holding, L.L.C., a Louisiana limited liability company, that has in turn conveyed the EPCAD Collateral to Debtor. All liens, assignments and security interests of the Original Agreement are hereby ratified, confirmed, brought forward, renewed, extended, and rearranged as security for the Indebtedness, in addition to and cumulative of all other security for the Indebtedness.

[Signature page to follow.]

EXECUTED as of the date first written above.

Debtors' Address:

EPCAD Systems, L.L.C.
4565 LaSalle Street, Suite 301
Mandeville, Louisiana 70471
Attn: Clint L. Pierson, Jr.

DEBTOR:

EPCAD Systems, L.L.C.,
a Delaware limited liability company

By: 

Name: Clint L. Pierson Jr.

Title: President

Secured Party's Address:

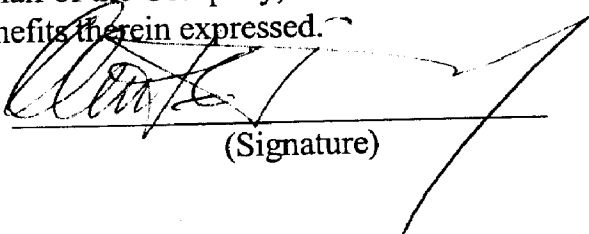
Trinity Industries, Inc.
2525 Stemmons Freeway
Dallas, Texas 75207
Attention: S. Theis Rice

ACKNOWLEDGMENT


STATE OF Louisiana

PARISH/COUNTY OF ST. Tammany

Before me, the undersigned Notary Public, duly commissioned, qualified and sworn within and for the State and Parish/County aforesaid, personally came and appeared Clint L. Pierson, Jr., who acknowledged that he is the President of EPCAD Systems, L.L.C., a Delaware limited liability company (the "Company"), that as such duly authorized officer, by and with the authority of the Board of Managers of the Company, he signed and executed the foregoing instrument for and on behalf of the Company, as his/her and its free and voluntary act and deed, for the uses, purposes and benefits therein expressed.


(Signature)

Sworn to and subscribed before me
this 10th day of March, 2000.


NOTARY PUBLIC

My commission expires: Death

SCHEDULE "A"
TO
AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT
DATED AS OF MARCH 10, 2000
BY AND BETWEEN
TRINITY INDUSTRIES, INC.
AND
EPCAD SYSTEMS, L.L.C.

The following property is a part of the Collateral as defined in Subsection 1(c):

An undivided twenty-five percent (25%) interest in the EPCAD Collateral.

"EPCAD Collateral" means (i) all EPCAD Inventions, EPCAD Patents and EPCAD Technology and (ii) all damages and other proceeds recovered or recoverable from claims or causes of action by Debtor against third parties for past, present or future infringement, theft or conversion of EPCAD Inventions, EPCAD Patents or EPCAD Technology.

"EPCAD Inventions" means (i) any article, apparatus, system, method or composition of matter disclosed or claimed in EPCAD Patents, including without limitation the electrolytic process for cleaning mill scale and other impurities from steel and for applying metal coatings to steel, and (ii) any other invention that is included within or identifiable from EPCAD Technology.

"EPCAD Patents" means (i) United States Patents Nos. 5,700,366, 5,958,604 and 5,981,084, International Applications PCT/RU97/00253 (WO 98/32892) and PCT/GB98/02874 (WO 99/15714), and any related patent or patent application claiming priority wholly or in part based thereon, including without limitation any reissue, reexamination, continuation, continuation-in-part or division thereof, whether issued or pending in the United States or any foreign country at any time during the term of this Agreement; and (ii) any other U.S. or foreign patent application or patent owned or controlled by Debtor during the term of this Agreement that discloses or claims subject matter that cannot be practiced without utilizing subject matter disclosed or claimed in any patent application or patent identified in (i). The term EPCAD Patents includes, but is not limited to, the items listed on Schedule A-1.

"EPCAD Technology" means all proprietary business information of Debtor that relates to or can be utilized with subject matter disclosed or claimed in EPCAD Patents, or that can be utilized in manufacturing or selling products embodying such subject matter, whether or not such information is patented or otherwise protectable as a trade secret, and whether discovered, developed or otherwise acquired by Debtor at any time during the term of this Agreement. EPCAD Technology includes without limitation designs, drawings, specifications, test data, reports, software, databases, know-how, trade secrets and vendor and customer information.

SCHEDULE "A"

SCHEDULE "A-1"
TO
AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT
DATED AS OF MARCH 10, 2000
BY AND BETWEEN
TRINITY INDUSTRIES, INC.
AND
EPCAD SYSTEMS, L.L.C.

EPCAD Patents

(See attached list of EPCAD Patents.)

FEB-2000

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FROM BOULT WADE TENNANT

TO 0012147408800

P.04

APPLN. NO.	SERIAL NO.	SUBJECT	FILED	STATUS	YEAR	CASE NO.
Canadian (PCT) PAT Applicant METAL TECHNOLOGY INC.,		INERT ANODE CLEANING PROCESS Case ref EP	27.10.98 (as of 30. 8.96)	Appln filed Renewal due Expiry	27.10.98 30% B*00 30% B*16	5/46545001
Japanese (PCT) PAT 533282/1997 Applicant METAL TECHNOLOGY INC.,		INERT ANODE CLEANING PROCESS Case ref EP	20. 9.98 (as of 30. 8.96)	Acceptance Renewal due Expiry	30% B*16	5/46545002
European (PCT) PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	15.10.98 (as of 30. 8.96)	Accepted Renewal due	9.11.99 30% B*00	58/46545004
Euro-German PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545005
Euro-Austrian PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545006
Euro-French PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545007
Euro-Swiss PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545008
Euro-Netherlands PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545009
Euro-Italian PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545010
Euro-Luxembourg PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545011
Euro-Belgian PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545012
Euro-Swedish PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545013
Euro-U.K. PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545014
Euro-Danish PAT 96927159.2 Applicant METAL TECHNOLOGY INC.,	0904428	INERT ANODE CLEANING PROCESS Case ref EP	(as of 30. 8.96)	Accepted Renewal due Expiry	9.11.99 30% B*00 30% B*16	58/46545015

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Page	3	8.02.00	FILED	STATUS	YEAR	CASE NO.
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP	SERIAL NO. 0904428	APPLM. NO. PAT 96927159.2 Applicant METAL TECHNOLOGY INC,	Accepted (as of 30. 8.96)Renewal due Expiry	9.11.99 30% 8*00 30% 8*16	58/46545016
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP	SERIAL NO. 0904428	APPLM. NO. PAT 96927159.2 Applicant METAL TECHNOLOGY INC,	Accepted (as of 30. 8.96)Renewal due Expiry	9.11.99 30% 8*00 30% 8*16	58/46545017
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP	SERIAL NO. 0904428	APPLM. NO. PAT 96927159.2 Applicant METAL TECHNOLOGY INC,	Accepted (as of 30. 8.96)Renewal due Expiry	9.11.99 30% 8*00 30% 8*16	58/46545018
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP	SERIAL NO. 0904428	APPLM. NO. PAT 96927159.2 Applicant METAL TECHNOLOGY INC,	Accepted (as of 30. 8.96)Renewal due Expiry	9.11.99 30% 8*00 30% 8*16	58/46545019
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP	SERIAL NO. 0904428	APPLM. NO. PAT 96927159.2 Applicant METAL TECHNOLOGY INC,	Accepted (as of 30. 8.96)Renewal due Expiry	9.11.99 30% 8*00 30% 8*16	58/46545020
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP	SERIAL NO. 0904428	APPLM. NO. PAT 96927159.2 Applicant METAL TECHNOLOGY INC,	Accepted (as of 30. 8.96)Renewal due Expiry	9.11.99 30% 8*00 30% 8*16	58/46545021
SUBJECT	INERT ANODE CLEANING PROCESS		United States PAT 08/706913 Applicant STEBLJANKO; V.L. & RIABKOV; V.M.	3. 9.96 Acceptance Renewal due Expiry	3% 9*16	5/46545022
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP		S. Korean (PCT) PAT 707392/98 Applicant METAL TECHNOLOGY INC,	18. 9.98 Acceptance (as of 30. 8.96)Renewal due Expiry	30% 8*16	5/46545023
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP		Ukrainian (PCT) PAT UA98094867/M Applicant METAL TECHNOLOGY INC,	15. 9.98 Acceptance (as of 30. 8.96)Renewal due Expiry	30% 8*00 30% 8*11	5/46545024
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP		Mexican (PCT) PAT 987563 Applicant METAL TECHNOLOGY INC,	17. 9.98 Acceptance (as of 30. 8.96)Renewal due Expiry	30. 8.99 30% 8*16	5/46545025
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP		Australian (PCT) PAT 67082/96 Applicant METAL TECHNOLOGY INC,	19.10.98 Acceptance (as of 30. 8.96)Renewal due Expiry	11% 5*01 30% 8*01 30% 8*16	5/46545026
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP		Czech Rep. (PCT) PAT PV 2986-98 Applicant METAL TECHNOLOGY INC,	17. 9.98 Acceptance (as of 30. 8.96)Renewal due Expiry	30% 8*01 30% 8*16	5/46545027
SUBJECT	INERT ANODE CLEANING PROCESS Case ref EP		Brazilian (PCT) PAT PI9612562-4 Applicant METAL TECHNOLOGY INC,	18. 9.98 Acceptance (as of 30. 8.96)Renewal due Expiry	30% 8*00 30% 8*16	5/46545028

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APPL. NO.	SERIAL NO.	SUBJECT	FILED	STATUS	YEAR	CASE NO.
Polish (PCT) PAT P-329002 Applicant METAL TECHNOLOGY INC,		INERT ANODE CLEANING PROCESS (as of 30. 8.96)Renewal due Expiry	18. 9.98	Acceptance	6	5/46545029
United States PAT 08/935184 Applicant METAL TECHNOLOGY INC,	5981084	INERT ANODE CLEANING PROCESS (as of 3. 9.96)Granted Expiry	22. 9.97	Renewal due	4	5/46545722
Russian Fed. PAT 97116010 Applicant METAL TECHNOLOGY INC,		ARC DISCHARGE ELECTROPLATING	23. 9.97	Acceptance Renewal due Expiry	4	5/49100000
International PAT 6898/02874 Applicant METAL TECHNOLOGY INC,	W099/15714	ARC DISCHARGE ELECTROPLATING	23. 9.98	Acceptance Renewal due		5/49100001
Japanese (PCT) PAT Applicant METAL TECHNOLOGY INC,		ARC DISCHARGE ELECTROPLATING (as of 23. 9.98)Renewal due Expiry	23. 3.00			5/49100002
U.S.A. (PCT) PAT Applicant METAL TECHNOLOGY INC,		ARC DISCHARGE ELECTROPLATING (as of 23. 9.98)Renewal due	23. 3.00			5/49100003
European (PCT) PAT 98944091.2 Applicant METAL TECHNOLOGY INC,		ARC DISCHARGE ELECTROPLATING (as of 23. 9.98)Renewal due	23. 4.00		3	5/49100004
International PAT RU97/00253 Applicant RYABKOV, DANILA	W098/32892	MULTIFUNCTIONAL SURFACE TREAT.	12. 8.97	Acceptance Renewal due		5/53980000
Chinese (PCT) PAT 97182038.9 Applicant RYABKOV, DANILA		MULTIFUNCTIONAL SURFACE TREAT. (as of 12. 8.97)Renewal due Expiry	16. 7.99		4	5/53980001
Japanese (PCT) PAT 10-531882 Applicant RYABKOV, DANILA		MULTIFUNCTIONAL SURFACE TREAT. (as of 12. 8.97)Renewal due Expiry	12. 8.00		4	5/53980002
S. Korean (PCT) PAT 7006643/1999 Applicant RYABKOV, DANILA		MULTIFUNCTIONAL SURFACE TREAT. (as of 12. 8.97)Renewal due Expiry	12. 8.00			5/53980003
Mexican (PCT) PAT 994862 Applicant RYABKOV, DANILA		MULTIFUNCTIONAL SURFACE TREAT. (as of 12. 8.97)Renewal due Expiry	12. 8.00		4	5/53980004
U.S.A. (PCT) PAT Applicant RYABKOV, DANILA		MULTIFUNCTIONAL SURFACE TREAT. (as of 12. 8.97)Renewal due Expiry	16. 7.99			5/53980006
European (PCT) PAT 97934894.1 Applicant RYABKOV, DANILA	0955393	MULTIFUNCTIONAL SURFACE TREAT. (as of 12. 8.97)Renewal due	12. 8.00		4	5/53980007

SCHEDULE "B"
TO
AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT
DATED AS OF MARCH 10, 2000
BY AND BETWEEN
TRINITY INDUSTRIES, INC.
AND
EPCAD SYSTEMS, L.L.C.

The other addresses referenced in Subsection 6(f) are as follows:

None

SCHEDULE "B"

90145:73823:DALLAS:669867.12

RECORDED: 06/01/2000

PATENT
REEL: 010871 FRAME: 0148