



01-04-2001



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PATENTS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID# _____

Correction of PTO Error
Reel # _____ Frame # _____

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Reel # _____ Frame # _____

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other _____

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Specialty Piping Components, Inc. Execution Date
Month Day Year
12-04-00

Name (line 2) _____

Second Party

Name (line 1) _____ Execution Date
Month Day Year

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Bankers Trust Company, as Collateral Agent If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2) _____

Address (line 1) One Bankers Trust Plaza

Address (line 2) 130 Liberty Street

Address (line 3) New York New York 10006
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Sandeep Qusba, Esq.

Address (line 1) c/o O'Melveny & Myers LLP

Address (line 2) CitiGroup Center

Address (line 3) 153 East 53rd Street, 54th Floor

Address (line 4) New York, NY 10022

FOR OFFICE USE ONLY

01/03/2001 MTHA11 00000223 D382163

01 FC:581

80.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="D382163"/>	<input type="text" value="5445157"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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
<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

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

Method of Payment:
Deposit Account

Enclosed Deposit Account

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

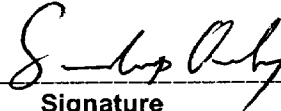
Deposit Account Number: #

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.

Sandeep Qusba, Esq.



12/22/00

Name of Person Signing

Signature

Date

PATENT

PATENT NO.

ISSUE DATE

BOOMERANG SHAPED
PILLOW AND COVER

D382,163

AUGUST 12,1997

THERMOGRAPHIC
ENDOSCOPE

5,445,157

AUGUST 29,1995

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Specialty Piping Components, Inc., a Texas corporation (the "Assignor") with principal offices at 550 Westcott, Suite 500, Houston, Texas, 77007, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

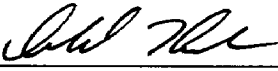
THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of June 30, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 4 day of Dec., 2000.

Specialty Piping Components, Inc., Assignor

By 
Name: Donald F. Adam
Title: CEO

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

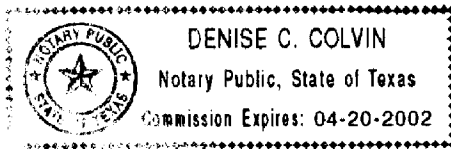
By 
Name:
Title: **KEITH C. BRAUN**
VICE PRESIDENT

STATE OF TEXAS)

COUNTY OF HARRIS)

) SS.:

)

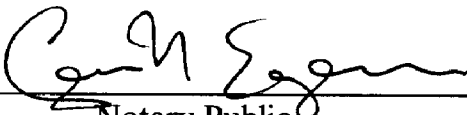


On this 4 day of December, 2000, before me personally came Donald
F Adam who, being by me duly sworn, did state as follows: that he is
C.F.O. of Specialty Piping Components, Inc., Inc., that he is authorized to execute
the foregoing Assignment on behalf of said corporation and that he did so by authority of the
Board of Directors of said corporation.

Denise C. Colvin
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 20th day of December, 2000, before me personally came Keith
Braun who, being by me duly sworn, did state as follows: that he is
Vice President of Bankers Trust Company that he is authorized to execute the foregoing
Assignment on behalf of said corporation and that he did so by authority of the Board of
Directors of said corporation.



Notary Public

SEAN N. EGGERAN
NOTARY PUBLIC, State of New York
No. 01-6025236
Qualified in New York County
Exp. 12/31/2001