

11-21-2001



Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

W.H. Best

11.19.01

2. Name and address of receiving party(ies)

Name: Wachovia Bank, NA

Internal Address: ATTN: Corporate Banking

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Street Address: 1426 Main Street

City: Columbia State: SC Zip: 29201

Execution Date: March 1, 2001

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)

B. Patent No.(s)

Des. 6,114,666

Additional numbers attached? ☐ Yes ☒ No

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

Name: Haynsworth Sinkler Boyd

Internal Address: Joseph D. Clark

P.O. Box 11889

Columbia, SC 29211

Street Address: 1426 Main St. Suite 1200

City: Columbia State: SC Zip: 29201

6. Total number of applications and patents involved: 1

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



Enclosed



Authorized to be charged to deposit account

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.

Joseph D. Clark

Name of Person Signing

Signature

9/28/01  
Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

11/20/2001 6TON11 00000065 DES6114666

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40.00 DP

PATENT  
REEL: 012302 FRAME: 0931

**SECOND MODIFICATION TO PATENT ROYALTIES SECURITY AGREEMENT**

THIS SECOND MODIFICATION TO PATENT ROYALTIES SECURITY AGREEMENT (the "Agreement"), made as of the 1st day of March, 2001 by and among WACHOVIA BANK, N.A. (the "Lender") and W. H. Best as debtor and guarantor (the "Debtor").

**WITNESSETH:**

WHEREAS, the Debtor has made a Patent Royalties Security Agreement, dated the 13<sup>th</sup> day of May, 1998, made a part hereof by this reference as fully as if set out herein verbatim (such document, as same may have been heretofore amended, being herein referred to as the "Best Security Agreement"), securing, among other collateral, an original indebtedness of SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00) from Thermal Engineering Corporation to the Lender; and

WHEREAS, the Debtor as guarantor has executed a Guaranty Agreement dated May 13, 1998 with respect to the indebtedness secured by the Best Security Agreement; and

WHEREAS, the Debtor has requested the Lender make certain modifications to the Best Security Agreement; and

WHEREAS, the Lender, as secured party under the Best Security Agreement, and the Debtor mutually desire to modify and amend the provisions of the same in the manner hereinafter set out, it being specifically understood that except as herein modified and amended, the terms and provisions of the Best Security Agreement shall remain unchanged and continue in full force and effect as therein written.

NOW, THEREFORE the Lender and the Debtor in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each, and each does hereby agree that the Best Security Agreement should be, and the same hereby is modified and amended as follows:

**The patents and patent applications listed on Schedule A hereto are added to the list of patents and patent applications described on Schedule A to the Best Security Agreement.**

IT IS MUTUALLY AGREED by and between the parties hereto that this Agreement shall become a part of the Best Security Agreement by reference and that nothing herein contained shall impair the security now held for the indebtedness secured by the Best Security Agreement, nor shall waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Best Security Agreement except as herein amended, nor affect or impair any rights, powers or remedies under the Best Security Agreement as hereby amended.

The execution and delivery hereof shall not constitute a novation or modification of the lien, encumbrance or security title of the Best Security Agreement, which Best Security Agreement shall retain its priority as originally filed for record.

Any reference contained in the Best Security Agreement as amended herein, to the Best Security Agreement shall hereinafter be deemed to be a reference to such document as amended hereby.

The Debtor as guarantor joins in the execution of this Agreement as evidence of his knowledge of the provisions hereof and consent to the modifications herein made. The Debtor as guarantor does hereby confirm, ratify and reaffirm the obligations contained in the Guaranty. The Debtor as guarantor does further confirm that the Debtor has no right of set-off, counterclaim or defense to the obligations contained in the Guaranty. Any and all references in the Guaranty to the Best Security Agreement shall hereinafter be deemed to refer to the Best Security Agreement as amended by this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflict of laws.

This Agreement shall be binding upon and inure to the benefit of any assignee or the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument has been executed under seal by the parties hereto and delivered as of the date and year first above written.

LENDER:

WACHOVIA BANK, N.A.

By: William D. Berry (SEAL)  
Vice President

DEBTOR:

W H Best (SEAL)  
W. H. BEST

SCHEDULE A

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>
Des. 6,114,666	September 5, 2000	Heating Assembly Grill

**SECOND MODIFICATION TO PATENT ROYALTIES SECURITY AGREEMENT**

THIS SECOND MODIFICATION TO PATENT ROYALTIES SECURITY AGREEMENT (the "Agreement"), made as of the 1st day of March, 2001 by and among WACHOVIA BANK, N.A. (the "Lender") and W. H. Best as debtor and guarantor (the "Debtor").

**WITNESSETH:**

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WHEREAS, the Debtor as guarantor has executed a Guaranty Agreement dated May 13, 1998 with respect to the indebtedness secured by the Best Security Agreement; and

WHEREAS, the Debtor has requested the Lender make certain modifications to the Best Security Agreement; and

WHEREAS, the Lender, as secured party under the Best Security Agreement, and the Debtor mutually desire to modify and amend the provisions of the same in the manner hereinafter set out, it being specifically understood that except as herein modified and amended, the terms and provisions of the Best Security Agreement shall remain unchanged and continue in full force and effect as therein written.

NOW, THEREFORE the Lender and the Debtor in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each, and each does hereby agree that the Best Security Agreement should be, and the same hereby is modified and amended as follows:

**The patents and patent applications listed on Schedule A hereto are added to the list of patents and patent applications described on Schedule A to the Best Security Agreement.**

IT IS MUTUALLY AGREED by and between the parties hereto that this Agreement shall become a part of the Best Security Agreement by reference and that nothing herein contained shall impair the security now held for the indebtedness secured by the Best Security Agreement, nor shall waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Best Security Agreement except as herein amended, nor affect or impair any rights, powers or remedies under the Best Security Agreement as hereby amended.

The execution and delivery hereof shall not constitute a novation or modification of the lien, encumbrance or security title of the Best Security Agreement, which Best Security Agreement shall retain its priority as originally filed for record.

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The Debtor as guarantor joins in the execution of this Agreement as evidence of his knowledge of the provisions hereof and consent to the modifications herein made. The Debtor as guarantor does hereby confirm, ratify and reaffirm the obligations contained in the Guaranty. The Debtor as guarantor does further confirm that the Debtor has no right of set-off, counterclaim or defense to the obligations contained in the Guaranty. Any and all references in the Guaranty to the Best Security Agreement shall hereinafter be deemed to refer to the Best Security Agreement as amended by this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflict of laws.

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LENDER:

WACHOVIA BANK, N.A.

By: William D. Berry (SEAL)  
Vice President

DEBTOR:

W H Best (SEAL)  
W. H. BEST

## SCHEDULE A

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>
Des. 6,114,666	September 5, 2000	Heating Assembly Grill