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FINANCE SECTION

Form PTO-1595 (Rev. 03/01)		04-08-2002		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
OMB No. 0651-0027 (exp. 5/31/2002)					
Tab settings 					
To the Honorable Commissione		102046234		hed original documents or copy thereof.	
1. Name of conveying party(ies): Atromick International, Inc. 3-20-02		2. Name and address of receiving party(ies) Name: <u>SunTrust Bank, as Agent</u> Internal Address: _____ _____ Street Address: <u>303 Peachtree St., N.E.</u> <u>3rd Floor</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30308</u>			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Third Supplemental <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____		Execution Date: <u>January 31, 2002</u>			
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) <u>D403,570</u> <u>D405,865</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Amanda Jane Elliott, Esq.</u> Internal Address: <u>Paul, Hastings, Janofsky</u> <u>& Walker LLP</u> Street Address: <u>600 Peachtree Street</u> <u>Suite 2400</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30308</u>		6. Total number of applications and patents involved: <u>2</u> 7. Total fee (37 CFR 3.41).....\$ <u>80.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>16-0752</u> (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>Amanda Jane Elliott</u> <u>March 19, 2002</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>8</u>					

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

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PATENT
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THIRD SUPPLEMENTAL PATENT SECURITY AGREEMENT

This THIRD SUPPLEMENTAL PATENT SECURITY AGREEMENT (the "Agreement"), is made as of the 21st day of January, 2002, among **ARTROMICK INTERNATIONAL, INC.**, a Delaware corporation (the "Assignor") and **SUNTRUST BANK (f/k/a SunTrust Bank, Atlanta)**, as agent (the "Assignee"),

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee are parties to that certain Patent Security Agreement dated as of May 7, 1998 (the "Patent Agreement") as supplemented by that certain Supplemental Patent Security Agreement dated January 28, 1999 and by that certain Second Supplemental Patent Security Agreement dated May 5, 1999; and

WHEREAS, the Assignor and the Assignee desire further to supplement the Patent Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Patent Agreement, and further agree as follows:

1. Assignment and Grant of Security. To secure the complete and timely payment of all the Obligations of the Assignor, now or hereafter existing from time to time, the Assignor hereby pledges and collaterally assigns to the Assignee, for the benefit of the Lender Group, and hereby grants to the Assignee, for its own benefit and for the benefit of the Lender Group, a security interest in the Assignor's entire right, title and interest in and to all of each patent and patent application listed on Supplement III to Schedule A attached hereto (the "New Patents"), including all proceeds thereof, the right (but not the obligation) to sue for past, present and future infringements in the name of the Assignor or in the name of the Assignee, all rights (but not obligations) corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (it being understood and agreed that the New Patents assigned hereby shall include, without limitation, rights and interests pursuant to licensing or other contracts in favor of the Assignor pertaining to the New Patents, but in the case of third parties which are not Affiliates of the Assignor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties).
2. Amendment to Schedule A of Patent Agreement. Schedule A of the Patent Agreement is hereby supplemented by the Supplement III to Schedule A attached hereto and incorporated herein by reference.

3. Incorporation of the Patent Agreement. The Patent Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
4. Counterparts/Telecopy Signature. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart thereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Agreement as of the day and year first written above.

Sworn to and subscribed
before me this 25 day of
January, 2002.

Vicky D. Martie
NOTARY PUBLIC

ARTROMICK INTERNATIONAL, INC.

By: *[Signature]*
Its: Chief Financial Officer

My Commission Expires

Vicky D. Martie
Notary Public, State of Ohio
Commission Expires Feb. 4, 2003

Accepted and agreed to as of the day and
year first above written:

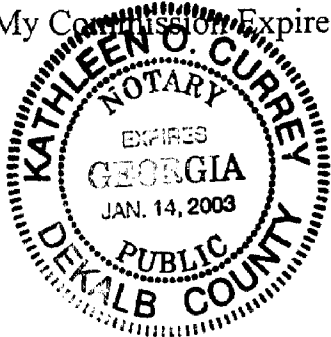
Sworn to and subscribed
before me this 30th day of
~~January~~, 2002.

[Signature]
NOTARY PUBLIC

SUNTRUST BANK
(f/k/a SunTrust Bank, Atlanta),
as Agent

By: *[Signature]* MICHAEL L. APPEL
Its: DIRECTOR

My Commission Expires



Supplement III to Schedule A
to the Patent Agreement

<u>Patent Number</u>	<u>Title</u>	<u>File Date</u>
D403,570	DRAWER PULL	January 5, 1999
D405,865	FISHING POLE	February 16, 1999

NYDOCS:1032718.1

RECORDED: 03/20/2002

PATENT
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