

OMB No. 0651-0041 (exp. 4/94)

Tab settings



To the Honorable Commissioner of Pat

102140415

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Fypon, Ltd.

7.1.02

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

2. Name and address of receiving party(ies)

Name: GE Capital CFE, Inc., as agent

Internal Address:

c/o GECC

Street Address: 201 High Ridge Rd.

City: Stamford State: CT ZIP: 06927

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other Amended & Restated Patents,

Trademarks, Licenses and Copyrights Security

Execution Date: April 4, 2002 Agreement

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)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

07/01/2002 JJLLAH2 00000029 5605023

DO NOT USE THIS SPACE

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240.00 DP

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.

Laura Konrath
Name of Person Signing

Laura Konrath
Signature

6/28/02
Date

Total number of pages including cover sheet, attachments, and document:

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

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

PATENT

REEL: 013029 FRAME: 0203

Continuation
Item 4

EXHIBIT "A"
AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSE
SECURITY AGREEMENT

Patents

<u>Patent No.</u>	<u>Issued</u>	<u>Description</u>
US 5605023	2/25/97	Combined Decorative and Load Bearing Architectural Column for Buildings
US 5465540	11/14/97	Facade Structure for Windows
US D357326	4/11/95	Decorative Panel for a Gable of a Building
US D350614	9/13/94	Pediment for Walls
US 4827683	5/9/89	Corner Post for a Building
US D334068	3/16/89	Pediment for Mounting Over Windows

**AMENDED AND RESTATED PATENTS, TRADEMARKS,
LICENSES AND COPYRIGHTS SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS SECURITY AGREEMENT ("Agreement") is executed the 4th day of April, 2002 by and among **FYPON, LTD.**, a Pennsylvania limited partnership ("**Assignor**") and **GE CAPITAL CFE, INC.**, as Agent ("**Assignee**").

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated June 13, 1997 by and among Assignee (as successor in interest to Mellon Bank, N.A. ("Mellon")), the Lenders from time to time a party thereto and Assignor (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Loan Agreement**"), the Lenders agreed to extend to Assignor the credit facilities described therein.

B. The Loan Agreement provided, inter alia, that Assignor would grant to Assignee for the pro rata benefit of Lenders a security interest in Assignor's patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses (collectively, the "**Intellectual Property**").

C. Assignor granted to Assignee's predecessor in interest, Mellon, a security interest in the Intellectual Property under the Loan Agreement and further pursuant to that certain Assignment of Patents, Trademarks, Copyrights and Licenses dated June 13, 1997 (as amended and restated pursuant to the Amended and Restated Patents, Trademarks, Licenses and Copyrights Security Agreement dated as of November 30, 1999 between Assignor and Mellon, the "Prior Agreement").

D. Assignor and Assignee desire to enter into this Agreement to amend and restate the Prior Agreement and to ratify and confirm Assignor's grant to Assignee of a first priority lien against and security interest in the Intellectual Property, effective as of June 13, 1997.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement.

2. **Security Interest.** To secure the complete and timely payment and satisfaction of all Lender Indebtedness, Assignor hereby ratifies and confirms its prior pledge and grant to Assignee of, and further pledges and grants to Assignee for the pro rata benefit of Lenders, effective as of June 13, 1997, a security interest in all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) servicemarks, trademarks, servicemark and trademark registrations and trade names and trademark applications, including, without limitation, the service marks, trademarks and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, servicemark and trademark registrations and trade names and trademark applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(c) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, input and output formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

(d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and, in accordance with the terms and conditions of the Loan Agreement, the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

(e) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Agreement or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, or fail to take any action within its control, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Assignor which are material to the operation of Assignor or the value of the Collateral. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Agreement by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, trade names, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Section 4**.

5. **Royalties; Term.** Upon the occurrence and during the continuance of an Event of Default, Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the Agreement granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Lender Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Sue.** Upon the occurrence and during the continuance of an Even of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such, enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this **Section 6**.

7. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

10. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to, after the occurrence and during the continuance of an Event of Default, (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Assignee or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license of the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4** hereof. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (to the extent applicable) as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

11. **Binding Effect; Benefits.** This Agreement shall be binding upon the parties hereto and their successors and assigns, and shall inure to the benefit of the parties hereto and their successors and assigns.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

13. Prior Agreement. This Agreement is an amendment and restatement of the Prior Agreement and is not intended to be a novation with respect thereto. This Agreement, inter alia, is being entered into to further evidence the intention of the Assignor and Assignee that, notwithstanding anything contained in the Prior Agreement to the contrary, effective as of June 13, 1997, Assignor has granted to Assignee the liens and security interests in the Patents, Trademarks, Copyrights and Licenses as set forth in this Agreement. Assignor hereby represents and warrants to Assignee that, as of the date hereof, the liens and security interests in favor of Assignee in and to the Patents, Trademarks, Copyright and Licenses are not subject to any other liens, security interests, pledges or encumbrances of any kind

14. Discharge. Upon final payment in full of all Lender Indebtedness and termination of the Loan Agreement, the liens and security interests and other rights granted to Lender hereunder will terminate and Assignee shall, at the sole cost and expense of Assignor, execute and deliver all such documents as shall be necessary to evidence the discharge or termination of all of Assignee's rights in and to the Patents, Trademarks, Copyrights, Licenses and all other property of Assignor covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Patent Trademarks, Licenses and Copyrights Security Agreement to be executed as of the day and year first above written.

FYPON, LTD., a Pennsylvania limited partnership,
by its sole general partner, Fypon, Inc.

By: Paul K. Hoelt
Name/Title: Paul K. Hoelt / President/CEO

GE CAPITAL CFE, INC., as Agent

By: _____
Name/Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Patent Trademarks, Licenses and Copyrights Security Agreement to be executed as of the day and year first above written.

FYPON, LTD., a Pennsylvania limited partnership,
by its sole general partner, Fypon, Inc.

By: _____
Name/Title: _____

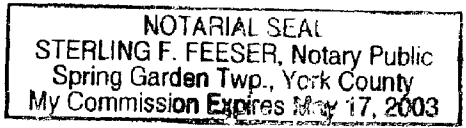
GE CAPITAL CFE, INC., as Agent

By: Thomas E. Johnson
Name/Title: THOMAS E. JOHNSON / Vice President

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF :

On this day of March 26, 2002, before me, a Notary Public, personally appeared Paul K Hoeft, who acknowledged himself/herself to be a duly acting President of Fypon, Inc., general partner of Fypon, LTD., a Pennsylvania limited partnership and that he/she as such officer of such general partnership, being duly authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing his/her name as such officer on behalf of the Assignor.

Sterling F Feeser
Notary Public
My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF _____ :

On this, the ___ day of _____, 2002, before me, a Notary Public, personally appeared _____, who acknowledged himself to be _____ of GE Capital CFE, Inc., and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of GE Capital CFE, Inc. by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires:

EXHIBIT "A"
AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSE
SECURITY AGREEMENT

Patents

<u>Patent No.</u>	<u>Issued</u>	<u>Description</u>
US 5605023	2/25/97	Combined Decorative and Load Bearing Architectural Column for Buildings
US 5465540	11/14/97	Facade Structure for Windows
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US D350614	9/13/94	Pediment for Walls
US 4827683	5/9/89	Corner Post for a Building
US D334068	3/16/89	Pediment for Mounting Over Windows

EXHIBIT "B"
TO
AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES
SECURITY AGREEMENT

Service Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FYPON	912202	4/16/91
MOLDED MILLWORK	1108674	12/12/78

EXHIBIT "C"
TO
AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES
SECURITY AGREEMENT

Copyrights

None.

EXHIBIT "D"
TO
AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES
SECURITY AGREEMENT

Licenses

None.