

11-08-2002

Form PTO-1595 (Rev. 03/01) R

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

Tab settings

102272801

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.

<p>1. Name of conveying party(ies):</p> <p style="margin-left: 20px;">Mid-South Industries, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other <u>Collateral Assignment and Security Agreement (Patents)</u></p> <p>Execution Date: <u>9/4/02</u></p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>UPS Capital Corporation</u></p> <p>Internal Address: <u>Suite 360</u></p> <p>Street Address: <u>35 Glenlake Parkway</u></p> <p>City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30328</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">A. Patent Application No.(s)</td> <td style="width: 50%;">B. Patent No.(s) <u>6,216,471; 5,823,001</u> <u>5,424,118; 5,212,955; 5,060,429; 5,056,322</u> <u>5,056,321</u></td> </tr> </table> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		A. Patent Application No.(s)	B. Patent No.(s) <u>6,216,471; 5,823,001</u> <u>5,424,118; 5,212,955; 5,060,429; 5,056,322</u> <u>5,056,321</u>
A. Patent Application No.(s)	B. Patent No.(s) <u>6,216,471; 5,823,001</u> <u>5,424,118; 5,212,955; 5,060,429; 5,056,322</u> <u>5,056,321</u>		
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Gerald T. Woods</u> <u>King & Spalding</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>191 Peachtree St.</u></p> <p>City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30303</u></p>	<p>6. Total number of applications and patents involved: <u>7</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>400.00</u></p> <p><input checked="" type="checkbox"/> Enclosed 8021-2809</p> <p><input type="checkbox"/> Authorized to be charged to deposit account 8024-120.2</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>		

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.

Gerald T. Woods Signature 11/5/02
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

11/08/2002 TDI A21 00000143 6216471

01 FC:8021
02 FC:8024

280.00 OP
120.00 OP

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

PATENT
REEL: 013231 FRAME: 0401

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (PATENTS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (PATENTS) (the "Agreement"), dated as of September 4, 2002, made by the undersigned (the "Company"), to and in favor of UPS CAPITAL CORPORATION (the "Agent"), as Agent for the lenders (the "Lenders") party from time to time to that certain Amended and Restated Loan and Security Agreement, dated of even date herewith, between the Company (among other parties identified as "Borrower" therein), the Lenders, and the Agent (as it may be further amended, modified, supplemented or restated from time to time, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

W I T N E S S E T H:

RECITALS.

- A. The Company owns certain patents which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Patent Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Lenders propose to make certain loans to the Company pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent, for the benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for the benefit of the Lenders, a security interest in, the property described therein, including, without limitation, (a) all of the Company's Patents (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located; (b) all of the Company's Patent Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Company now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Secured Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Company grant to the Agent, for the benefit of the Lenders, a security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Patent License" means any written agreement now or hereafter in existence granting to the Company any right to use any Patent, including, without limitation, the agreements listed on Schedule I attached hereto.

"Patents" means all of the following: (i) all patents now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations, the Company hereby grants and conveys a security interest to the Agent, for the benefit of the Lenders, in, and collaterally assigns to the Agent, for the benefit of the Lenders, all of its right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Patent now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Patent referred to in Schedule I hereto; and

(b) each Patent License now or hereafter held by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, the Patent Licenses, if any, referred to in Schedule I hereto (subject to the limitations contained in Section 9-408(d) of the UCC if such Patent License prohibits the assignment or granting of a security interest in the rights thereunder); and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Patent or breach of Patent Licenses, if any, including, without limitation, any Patent or Patent License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Company shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon (i) the termination of the Loan Agreement, (ii) payment in full of all of the Secured Obligations, and (iii) termination of the Commitment of the Lenders to make Loans to the Borrowers. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Loan Agreement.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Patent or Patent License, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan Agreement with respect to such new Patent or Patent License. The Company authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Patents and Patent Licenses covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) the Agent shall not have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent may do so in the Company's name or in its own name, but in any case at the Company's expense, and

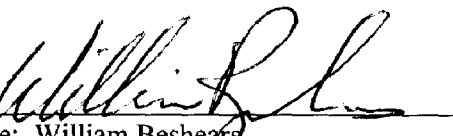
the Company hereby agrees to reimburse the Agent for all expenses, including attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF GEORGIA.

[signature page follows]

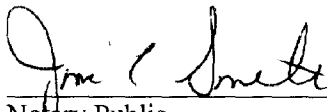
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

MID-SOUTH INDUSTRIES, INC.

By: 
Name: William Beshears
Title: Treasurer

STATE OF Alabama)
) ss.:
COUNTY OF Etowah)

On September 4, 2002, before me personally came William Beshears, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Treasurer of Mid-South Industries, Inc., who being by me duly sworn, did depose and say that he is the Treasurer of said corporation described in and which executed the foregoing instrument; that the said instrument was signed by him on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My Commission Expires:
11/10/2004

[NOTARIAL SEAL]

SCHEDULE I

REGISTERED U.S. PATENTS

<u>Name</u>	<u>Number</u>
Method and apparatus for providing ice	6,216,471
Method and apparatus for providing ice	5,823,001
Interlocking insulative panel construction	5,424,118
Half crescent shaped ice piece maker	5,212,955
Ceiling-wall attachment	5,060,429
Half crescent shaped ice piece maker	5,056,322
Half crescent shaped ice piece maker	5,056,321

PENDING U.S. PATENT APPLICATIONS

<u>Name</u>	<u>Number</u>
-------------	---------------

None

PATENT LICENSES

Patent Licenses with respect to which
the Company is a licensor:

None

Patents and Patent Applications with respect to which
the Company is a licensee:

None