

PATENT ASSIGNMENT

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name: BLUE RHINO CORPORATION

Execution Date: 11/20/2002

RECEIVING PARTY DATA

Name: BANK OF AMERICA, N.A.

Street Address: 231 South LaSalle Street

Internal Address: Agcy Mgmt: Mail Code IL1-231-08-30

City: Chicago

State: ILLINOIS

Country:

Postal Code: 60604

PROPERTY NUMBERS

Patent Number: 6293302

Patent Number: 6076546

Patent Number: 6102031

Patent Number: 6164273

Patent Number: 5922158

Patent Number: 6057012

Number of Properties: 6

The USPTO, Office of Public Records, will send correspondence via facsimile to **FAX NUMBER:** 704-331-7598

CORRESPONDENCE DATA:

Correspondence will be sent via US Mail when a fax number has not been provided or the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 021878

NAME OF PERSON SIGNING: Gwendolyn L. Gill

PATENT

800004806

REEL: 013352 FRAME: 0134

OP \$240.00 6293302

DATE SIGNED:

01/14/2003

Total Attachments: 9

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of November 20, 2002 by BLUE RHINO CORPORATION, a Delaware corporation, CPD ASSOCIATES, INC., a North Carolina corporation, and UNIFLAME CORPORATION, a Delaware corporation (collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent") under the Credit Agreement (as defined below).

The Grantors own certain patent and patent applications, including those patents and patent applications listed on Schedule 1 annexed hereto, and are parties to the patent licenses listed on Schedule 2 annexed hereto; and

Pursuant to the terms of the Collateral Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Grantors and the Administrative Agent, the Grantors have granted to the Administrative Agent a security interest in certain assets of the Grantors, including all right, title and interest of each of the Grantors in, to and under all Patent Collateral (as hereinafter defined) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations owing by Blue Rhino Corporation, as Borrower (the "Borrower") under the Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Borrower, the Lenders party thereto and the Administrative Agent, and the other Loan Documents described in the Credit Agreement. All capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement, as applicable.

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Credit Extensions to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of itself and the Lenders, as follows:

1. Grant of Security Interest. Each Grantor does hereby grant to the Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now existing or hereafter created or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) each Patent, including, without limitation, each Patent referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions or extensions thereof;

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(b) all Patent Licenses and other agreements providing the Grantor with the right to use, or pursuant to which the Grantor provides the right to use, any of the items described in Section 1(a), including each Patent License referred to in Schedule 2; and

(c) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by any such Grantor against third parties for past, present or future (i) infringement of any Patent, including, without limitation, the Patents referred to in Schedule 1, the Patents issued with respect to the Patent applications or provisional Patent applications referred to in Schedule 1 and, to the extent applicable, the patents licensed under any Patent License, or (ii) breach or enforcement of any Patent License.

2. Other Security Interests. This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

3. Restrictions on Future Agreements. Each Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, such Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with such Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Patent Collateral or the benefits of this Agreement to the Administrative Agent, and such Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.

4. New Patents. Each Grantor represents and warrants to the Administrative Agent that the Patents listed on Schedule 1 and the Patent Licenses listed on Schedule 2 constitute all of the Patents now owned by or licensed to such Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall obtain rights to any new patents, patent applications or provisional Patent applications granted or filed in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Administrative Agent prompt written notice thereof. The Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 to include any future patents, patent applications, provisional Patent applications and license agreements which are Patents, as applicable, under Section 1 above or under this Section 4.

5. Lenders Not Liable. Neither the Administrative Agent nor any Lender by virtue

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of this Agreement assumes any obligations whatsoever in respect of the Patent Collateral including, without limitations, any obligation to renew registrations of or defend the validity or enforceability of the Patent Collateral.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy) and all of said counterparts, taken together, shall be deemed to constitute one and the same instrument.

7. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of the Grantors, the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto, all as of the date first set forth above.

BLUE RHINO CORPORATION,
as Grantor

By: Mark Castaneda
Name: Mark Castaneda
Title: Executive Vice President and Chief
Financial Officer

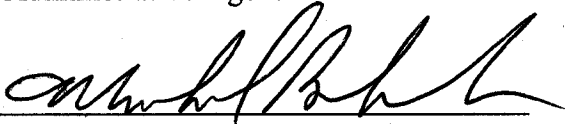
UNIFLAME CORPORATION, as Grantor

By: Kurt Gehsmann
Name: Kurt Gehsmann
Title: Vice President

[Signature Pages Continue]

Agreed and Accepted as of November 20, 2002.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Michael Brashler

Title: Vice President and Senior Agency Officer

[Acknowledgment Follows]

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

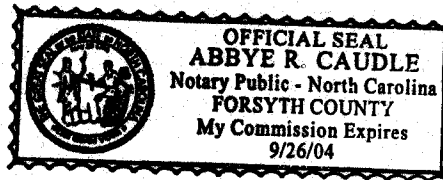
I, Abbye R. Caudle, a Notary Public for said County and State, do hereby certify that Mark Costanza personally appeared before me this day and stated that he is Exec. VP & CFO of BLUE RHINO CORPORATION and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 13th day of November, 2002.

Abbye R. Caudle
Notary Public

My commission expires:

9/26/04



ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

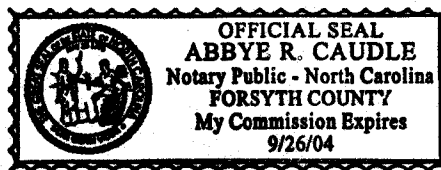
I, Abbye R. Caudle, a Notary Public for said County and State, do hereby certify that Kurt Gelsman personally appeared before me this day and stated that he is Vice President of UNIFLAME CORPORATION and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 13th day of November, 2002.

Abbye R. Caudle
Notary Public

My commission expires:

9/26/04



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[Patent Security Agreement - Blue Rhino Corporation]

PATENT
REEL: 013352 FRAME: 0142

Schedule 1

Appl. No	Owner	File No./Date Filed	Inventor	Title of Invention	Status
09/362,791	Blue Corporation	Rhino July 28, 1999	Michael A. Waters and Chan Yet	Overflow Protection Valve Assembly	Issued 9/25/2001 Patent #6,293,302
09/039,663	Blue Corporation	Rhino March 16, 1998	Michael A. Waters	Overflow Protection Valve Assembly	Issued 6/20/00 Patent #6,076,546
09/289,251	Blue Corporation	Rhino 65757/Cont. April 9, 1999	Michael A. Waters	Heating Apparatus*	Issued 8/15/2000 Patent #6,102,031
09/528,325	Blue Corporation	Rhino 68143/Div. March 20, 2000	Michael A. Waters	Heating Apparatus*	Issued 12/26/2000 Patent #6,164,273
US08/886,326	Blue Corporation	Rhino July 1, 1997	Joseph T. Culp and Richard Belmont	Method for Reconditioning Propane Gas Tank	Issued 7/13/99 Patent #5,922,158
07/462	Uniflame Corp.	October 6, 1997	Martin C. Bossler	Lid for Kettle Type Barbecue Grill	Issued 7/20/99 Patent #D412,086
US326448	Blue Corporation	Rhino June 4, 1999	Joseph T. Culp and Rick Belmont	Method for Reconditioning Propane Gas Tank	Issued 5/2/2000 Patent #6,057,012
146526	Uniflame Corp.	August 10, 2001	Martin C. Bossler	Oval Barbecue Grill	Issued 10/1/2002 Patent #D463,709
146525	Uniflame Corp.	August 10, 2001	Martin C. Bossler	Bent Leg Barbecue Grill	Issued 10/1/2002 Patent #D463,708
146522	Uniflame Corp.	August 10, 2001	Martin C. Bossler	Portable Round Barbecue Grill	Issued 10/1/2002 Patent #D463,707
142931	Uniflame Corp.	June 5, 2001	Martin C. Bossler	Kettle-Type Barbecue	Issued 9/10/2002 Patent #D462,563
146524	Uniflame Corp.	August 10, 2001	Martin C. Bossler	Portable Barbecue Grill	Issued 8/13/2002 Patent #D461,360
146559	Uniflame Corp.	August 10, 2001	Martin C. Bossler	Oval Kettle-Type Barbecue Grill	Issued 7/23/2002 Patent #D460,657
143937	Uniflame Corp.	June 22, 2001	Martin C. Bossler	Portable Heater	Issued 4/2/2002 Patent #D455,204
602334	Uniflame Corp.	June 23, 2000	Martin C. Bossler	Barbecue Grill Adjustment Mechanism	Issued 3/19/2002 Patent #6,357,434

Schedule 2
to Patent
Security Agreement

NONE

[Assignment of Security Interest in US Patents and Trademarks]

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