

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		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): Air-serv Group, LLC		2. Name and address of receiving party(ies) Name: The Royal Bank of Scotland plc. Internal Address: _____ _____ _____ Street Address: 101 Park Avenue _____ _____ City: New York State: NY Zip: 10178 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Additional name(s) of conveying party(ies) 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"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____					
Execution Date: 03/19/2003					
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) 4823570 4452371 _____ 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: Sion Kim, Esq. Internal Address: _____ Skadden, Arps, Slate, Meagher & Flom LLP _____ Street Address: Four Times Square _____ City: New York State: NY Zip: 10036-6522		6. Total number of applications and patents involved: 2 7. Total fee (37 CFR 3.41) \$ 80.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 19-2385 (Our Ref: 039350/9)			
DO NOT USE THIS SPACE					
9. Signature. Sion Kim _____ March 25, 2003 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: 11					

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

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of March 19, 2003 is entered into by AIR-serv Holding, LLC, a Delaware limited liability corporation (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and The Royal Bank of Scotland plc, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of March 19, 2003 among the Grantors and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Patents whether now owned or existing or hereafter acquired or arising and wherever located, including the Patents listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Secured Copyrights, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Secured Party may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Copyrights or any Copyrights acquired or developed by Grantor after the execution

hereof or to delete any reference to any right, title or interest in any Copyrights in which Grantor no longer has or claims any right, title or interest.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS.

4. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

5. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

AIR-SERV HOLDING, LLC

By: _____

Name: _____

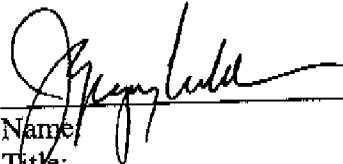
Title: _____

AIR-SERV GROUP, LLCBy: 

Name:

Title:

PROTOCOL, LLC

By: 
Name: _____
Title: _____

**THE ROYAL BANK OF
SCOTLAND PLC** as the Collateral
Agent

By: _____
Name:
Title:

SCHEDULE A

PATENT SECURITY AGREEMENT

I. U.S. REGISTERED PATENTS

<u>Grantor</u>	<u>Patents</u>	<u>Issue Date</u>	<u>Status</u>	<u>Registration No.</u>
Protocol, LLC	Tamperproof Lock for Vending Machines	7/04/1989	Issued	4,843,853
Protocol, LLC	Multiple Coin Mechanism for a Vending Machine	2/13/1990	Issued	4,899,864
AIR-serv Group, LLC	Locking Mechanism for Vending Machines	4/25/1989	Issued	4,823,570
AIR-serv Group, LLC	Tamper Resistant Equipment Housing	6/05/1984	Issued	4,452,371

COUNTY OF COOK)

pursuant to its bylaws or a resolution of its board of directors.

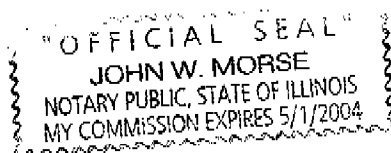
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On [1/17/03], before me, the undersigned, a notary public in and for said state and county, personally appeared J. Gregory McIlroy, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the CEO/President, on behalf of AIR-serv Group, LLC, a Delaware limited liability company, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



John W. Morse
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On [3/17/03], before me, the undersigned, a notary public in and for said state and county, personally appeared J. Gregory Muldoon, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the President/CEO, on behalf of Protocol, LLC, a Delaware limited liability company, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



[Signature]
Notary Public

My Commission Expires:
