

07-31-2003

1-31-03

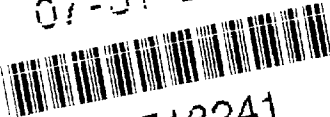
Form PTO-1595
(Rev. 03/01)

REC

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼



102513241

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

HMT Inc.

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

First Amendment to IP Security Agr. dated 5/30/03

Execution Date: _____

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal Address: _____

Street Address: 335 Madison Avenue

City: New York State: NY Zip: 10017

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

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) 10/397719

B. Patent No.(s) 6,529,134

Additional numbers attached? Yes No

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

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky
& Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

07/31/2003 6TON11 00000188 10397719

01 FC:0021

80.00 00

Marianne F. Taras
Name of Person Signing

Marianne Taras
Signature

7/30/03
Date

Total number of pages including cover sheet, attachments, and documents: 12

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

**FIRST AMENDMENT
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

FIRST AMENDMENT, dated as of May 30, 2003 (this "Amendment"), to the IP Security Agreement referred to below by and among HMT Inc., a Delaware corporation ("Borrower"), the other credit parties signatory thereto Borrower and such credit parties shall hereinafter be referred to as "Grantor" and collectively as "Grantors"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent for Lenders referred to below ("Agent").

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to that certain Intellectual Property Security Agreement, dated as of March 17, 2000 (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, Grantors, Agent, the other Credit Parties and the parties signatory from time to time as Lenders are parties to that certain Amended and Restated Credit Agreement dated as of the date hereof, as the same may be from time to time amended, restated, supplemented or otherwise modified, the ("Credit Agreement"); and

WHEREAS, Grantors and Agent have agreed to amend the IP Security Agreement in the manner, and on the terms and conditions, provided for herein.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, each of the Grantors and Agent hereby agree as follows:

1. Definitions. Capitalized terms used herein, but not otherwise defined shall have the meanings ascribed to them in the IP Security Agreement.
2. Amendments. Schedules I, II and III to the IP Security Agreement are hereby amended and restated in their entirety to read as set forth on Schedules I, II and III, respectively, hereto.
3. Representations and Warranties. To induce Agent and Lenders to enter into this Amendment, each of the Grantors hereby represents and warrants that:
 - (a) The execution, delivery and performance by such Grantor of this Amendment are within such Grantor's corporate power and have been duly authorized by all necessary corporate and shareholder action.

(b) This Amendment has been duly executed and delivered by or on behalf of such Grantor.

(c) This Amendment constitutes a legal, valid and binding obligation of such Grantor enforceable against such Grantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

4. No Other Amendments. Except as expressly provided herein, the IP Security Agreement shall be unmodified and shall continue to be in full force and effect in accordance with its terms.

5. Effectiveness. This Amendment shall become effective as of the date hereof.


6. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. Counterparts. This Amendment may be executed by the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.


HMT INC.

By: 
Name: Joseph Dachs
Title: CFO

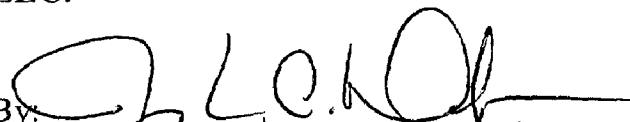
NP HOLDINGS I, INC.

By: 
Name: Joseph
Title: CFO

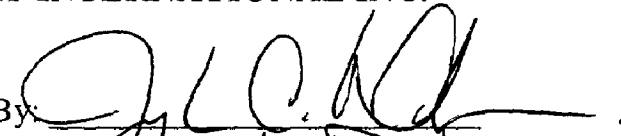
HMT TANK SERVICE INC.

By: 
Name: Joseph C. Dachs
Title: CFO

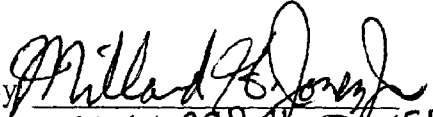
**HMT CONSTRUCTION SERVICES
LLC.**

By: 
Name: Joseph C. Dachs
Title: CFO

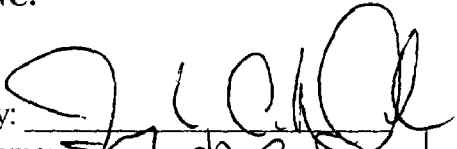
NP INTERNATIONAL INC.

By: 
Name: Joseph C. Dachs
Title:

TITAN ACQUISITION INC.

By: 
Name: MILLARD H. JAMES, Jr.
Title: PRESIDENT

**UNITED TANK TECHNOLOGY,
INC.**

By: 
Name: Joseph C. Sachs
Title: CFO

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

**UNITED TANK TECHNOLOGY,
INC.**

By: _____
Name:
Title:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

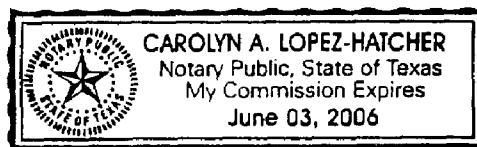
By: *Diane L. Burton*
Name:

Title: **Diane L. Burton
Duly Authorized Signator**

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On this 30 day of May, 2003, before me personally appeared MAT/JD, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HMT Inc., NP Holdings I, Inc., HMT Construction Services LLC, NP International, Titan Acquisition Inc. and United Tank Technology, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

Carolyn A. Lopez-Hatcher
{seal} Notary Public



SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Patent Number	Issue/Filing Date	Title
4,397,399	August 9, 1983	Floating storage tank roofs Flex-A-Seal U.S. Patent Exp. 8/9/00 (voluntary)
4,790,446	December 13, 1988	Floating roof drain system for storage tanks Pivot Master U.S. Patent Exp. 12/13/05
5,036,875	August 6, 1991	Hydrocarbon monitoring valve Check Mate U.S. Patent Exp. 4/6/10
5,078,293	January 7, 1992	Shoe seal for a lightweight, floating storage tank roof Aluminator Shoe Seal U.S. Patent Exp. 4/18/10
5,103,992	April 14, 1992	Shoe seal for a storage tank's floating roof and method for installing same Scissor Shoe Seal U.S. Patent Exp. 4/18/10
5,301,828	April 12, 1994	Secondary shoe seal for a storage tank floating roof Unused Secondary Shoe Seal U.S. Patent Exp. 7/29/12
5,321,881	June 21, 1994	Method of installing a shoe seal on a floating storage tank roof Scissor Shoe Seal U.S. Patent Exp. 9/19/11
5,509,562	April 23, 1996	Floating storage tank roof Aluminator U.S. Patent

		Exp. 5/14/13
5,509,563	April 23, 1996	Apparatus that couples a pontoon to a storage tank floating roof Aluminator U.S. Patent Exp. 5/14/13
5,533,640	July 9, 1996	Floating roof for a storage tank Aluminator U.S. Patent Exp. 3/22/14
5,605,243	February 25, 1997	Floating roof for storage tanks Aluminator U.S. Patent Exp. 9/27/14
5,628,421	May 13, 1997	Floating storage tank roof Aluminator U.S. Patent Exp. 5/14/13
5,680,950	October 28, 1997	Floating storage tank roof Aluminator U.S. Patent Exp. 5/14/13
5,758,792	June 2, 1998	Floating roof Aluminator U.S. Patent Exp. 6/2/15
5,927,534	July 27, 1999	Seal for a floating roof of a storage tank Seal King U.S. Patent Exp. 5/20/18
6,247,607	Filed December 18, 1998	Low profile secondary seal for a floating storage roof tank. Vapor Flex Exp. 12/18/15
6,529,134	March 4, 2003 (issue date)	RASP System U.S. Patent Expires 7/26/21
544 105	March 14, 1985	Floating Roof Drain System Pivot Master Australia Patent Exp. 6/8/03
212893	August, 28 1986	Floating Roof Drain System Pivot Master

		U.K. Patent Exp. 8/25/03
2251263	December 28, 1990	Floating Roof Storage Tank Seal U.K. Patent Exp. 12/28/07

Patents Applications

Patent Application Number	Filing Date	Title
10/397719	March 26, 2003)	Vapor Vault Composite Floating Roofs and Covers U.S. Patent Application
	(Patent not yet applied for)	Emission Mizer Primary Seal

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Mark	Registration No.	Registration Date
ALUMINATOR	1,963,392	March 19, 1996
CHECK MATE	1,759,532	March 23, 1993 (letting expire)

Trademark Applications

Mark	Application Serial No.
VAPOR VAULT	78240725
EMISSION MIZER	78240731

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

Registration Number	Title	Jurisdiction	Publication Date
VA127754	Flex-a-Seal	U.S.	June 26, 1980
TX3673741	HMT Tank management database, v.1	U.S.	April 18, 1995

Various unregistered copyrights that are not material in the business of any Credit Party.

Various non-material licenses of shrink-wrapped computer software.