

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
United Subcontractors, Inc.	10/21/2004
RECEIVING PARTY DATA	
Name:	The Royal Bank of Scotland plc
Street Address:	101 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10178
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6713727
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(714) 540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
NAME OF SUBMITTER:	Patricia A. Conner
Total Attachments: 5 source=USIpate#page1.tif source=USIpate#page2.tif source=USIpate#page3.tif source=USIpate#page4.tif source=USIpate#page5.tif	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of October 21, 2004, is entered into by United Subcontractors, Inc., a Utah Corporation (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and The Royal Bank of Scotland plc, as first lien collateral agent for the First Lien Secured Parties (in such capacity the "First Lien Collateral Agent") and as second lien collateral agent for the benefit of the Second Lien Secured Parties (in such capacity the "Second Lien Collateral Agent") and, together with the First Lien Collateral Agent, the "Secured Parties").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a separate security interest to each Collateral Agent in substantially all of its personal property whether now owned or existing or hereafter acquired or arising and wherever located, including the Patents listed on Schedule A hereto.

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 Collateral Agents hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of October 21, 2004 among the Grantors and the Secured parties (the "Security Agreement").

SECTION 2. Grant of Security Interest in Patent Collateral. To secure its respective Secured Obligations, each Grantor hereby pledges and grants to each of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties and the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, a separate security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to: each patent and patent application referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Patent Licenses");

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;

(d) all rights corresponding thereto throughout the world;

(e) all inventions and improvements described therein;

(f) all rights to sue for past, present and future infringements thereof;

(g) all licenses, claims, damages, and proceeds of suit arising therefrom;
and

(h) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agents for the applicable Secured Parties pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agents with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. 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 Collateral Agents 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 Patents or any Patents acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which Grantor no longer has or claims any right, title or interest.

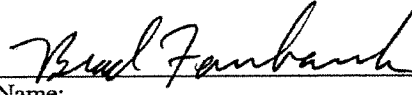
SECTION 5. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Collateral Agents and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Collateral Agents given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

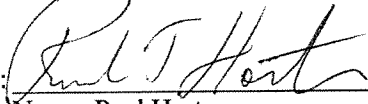
SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

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

UNITED SUBCONTRACTORS, INC.

By: 
Name:
Title:

THE ROYAL BANK OF SCOTLAND PLC,
as First Lien Collateral Agent and Second Lien
Collateral Agent

By: 
Name: Paul Horton
Title: Director

SCHEDULE A

PATENT SECURITY AGREEMENT

II. U.S. REGISTERED PATENTS

<u>Grantor</u>	<u>Patents</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
United Subcontractors, Inc.	Caulking warmer - A portable endothermic caulk warmer for warming at least one tube of endothermic caulk. This caulk warmer having an insulated housing, at least one AC heating pad, a AC/DC power inverter and a DC rechargeable battery.	October 17, 2002	Registered	6,713,727