

10/28/04

11-10-2004

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office102878689  
PATENTS

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**Tenax Corporation  
Hoffco/Comet Industries, Inc.  
Dual Machine Corporation

Execution Date(s) 09/22/2004

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424 Confirmatory License  
☐ Intellectual Property Security Agreement  
☒ Other and Collateral Assignment

**2. Name and address of receiving party(ies)**

Name: GMAC Commercial Finance LLC

Internal Address: \_\_\_\_\_

Street Address: 3000 Town Center

Suite 280

City: Southfield

State: MI

Country: U.S.A. Zip: 48075

Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.**A. Patent Application No.(s)**10/346743 10/438414  
10/438415 10/693431  
10/603634**B. Patent No.(s)**5377774 5647810  
5437356 6179470  
5419421 6155940  
5597060 6354979Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Honigman Miller Schwartz and Cohn

Internal Address: Gayle Aiken

Street Address: 2290 First National Building

City: Detroit

State: MI Zip: 48226

Phone Number: (313) 465-7208

Fax Number: (313) 465-7209

Email Address: gca@honigman.com

**6. Total number of applications and patents involved:**

13

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 325.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:***Gayle Aiken*

Signature

10/28/04

Date

Gayle Aiken

Name of Person Signing

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

12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

11/09/2004 MSETACHE 00000102 10346743

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520.00 OP

PATENT  
REEL: 015953 FRAME: 0453

**SCHEDULE 1**

**U.S. TRADEMARKS**

Owner	Serial No.	Trademark Name:	Registration Date/Number
Hoffco/Comet Industries, Inc.		Tri-Kut	1366348; 10/25/85
Hoffco/Comet Industries		Li'L Hoe	1564184; 11/7/91
Hoffco/Comet Industries		Comet	1601892; 6/19/90
Hoffco/Comet Industries		Hoffco	160193; 6/19/90
Dual Machine Corporation	72081909	KL	4/11/61
Dual Machine Corporation	72081908	Klincher	4/11/61
Dual Machine Corporation	72099693	locknut design	747,085; 3/16/63
Dual Machine Corporation	72099753	locknut design	759,403; 10/29/63
Tenax Corporation (successor to Crown Paper Box Corporation)	72163127	Misc. design	775,160; 8/18/64

**U.S.  
Patents/Patent  
Applications**

<b>Issued/Applied</b>	<b>Patent No.</b>	<b>Description</b>	<b>Owner</b>
01/03/1995	5,377,774	Variable Speed Drive System - Southland	HOFFCO, INC.
08/01/1995	5,437,356	USA - CENTRIFUGAL CLUTCH	HOFFCO, INC.
05/30/1995	5,419,421	USA-QUIET-RUNNING CENTRIFUGAL CLUTCH	HOFFCO, INC.
10/14/1994	5,597,060	Centrifugal Actuator For Centrifugal Clutch	HOFFCO, INC.
07/15/1997	5,647,810	Drive Arm-Engaging Roller For Centrifugal Clutch	HOFFCO, INC.
01/30/2001	6,179,470	US-P SELF LUBE BEARING	HOFFCO/COMET INDUSTRIES INC.
01/30/2001	6,179,470	US-U SELF-LUBRICATING BEARING	HOFFCO/COMET INDUSTRIES INC.
12/05/2000	6,155,940	HI-SPEED REDUCTION CAM	HOFFCO, INC.
12/05/2000	6,155,940	ADJUSTABLE CAM	HOFFCO, INC.
03/12/2002	6,354,979	US- PI LIMITED SLIP-DIFFER 3057-29935	HOFFCO/COMET INDUSTRIES INC.
03/12/2002	6,354,979	SLIP DIFFERENTIAL	HOFFCO/COMET INDUSTRIES, INC.
03/12/2002	6,354,979	US-U LIMITED-SLIP DIFFERENTIAL	HOFFCO/COMET INDUSTRIES, INC.
03/12/2002	6,354,979	US-U LIMITED-SLIP DIFFERENTIAL	HOFFCO/COMET INDUSTRIES, INC.
	Pending	US- U ANTI-BACK-LASH DRIVEN FOR TORQUE CONVERTER (No. 10/346,743)	HOFFCO/COMET INDUSTRIES, INC.
	Pending	US-U DRIVEN PULLEY FOR SNOWMOBILE (No. 10/438,415)	HOFFCO/COMET INDUSTRIES, INC.
	Pending	US-U DRIVEN PULLEY WITH REPLACEABLE CAM (No. 10/603,634)	HOFFCO/COMET INDUSTRIES, INC.
	Pending	US-U DRIVEN PULLEY WITH SPRING ADJUSTOR (No. 10/438,414)	HOFFCO/COMET INDUSTRIES, INC.
	Pending	Driver pully system for use in torque converter (No. 10/693,431)	HOFFCO/COMET INDUSTRIES, INC.

DETROIT.636902.2

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
AND COLLATERAL ASSIGNMENT**

GMAC Commercial Finance LLC, 3000 Town Center, Suite 280, Southfield, Michigan, 48075 ("Lender"), Tenax Corporation, Hoffco/Comet Industries, Inc. and Dual Machine Corporation, Indiana corporations ("Borrowers" or individually, a "Borrower") enter into this Agreement on September 22, 2004. Borrowers have entered into a Loan and Security Agreement (the "Loan Agreement") with Lender under which Lender has agreed to make certain loans available to Borrowers. The Lender is willing to make such loans under the Loan Agreement upon the condition, among others, that Borrowers execute and deliver this Agreement.

In consideration of the above and of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement (and all agreements referred to or incorporated in the Loan Agreement) is incorporated by this reference. All capitalized terms, not otherwise defined in this Agreement, shall have the meanings specified in the Loan Agreement.

2. **Collateral Assignment of Trademarks, Copyrights and Patents.** To secure the prompt payment and performance of all of Borrowers' present and future indebtedness and Obligations to Lender (collectively, the "Debt"), Borrowers hereby grant to Lender a continuing security interest in, and, subject to Section 4 hereof, shall assign, transfer, and convey to the Lender all right, title and interest, in the United States of America and throughout the world, in, to, and under the following (all of which are collectively referred to the "Collateral") whether now existing or hereafter created or acquired:

(a) all U.S., Canadian and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration, now owned or hereafter acquired by a Borrower (including, without limitation, those listed on Schedule 1 attached hereto and made a part hereof) and all licenses thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (i) the registration renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world, (all of the foregoing sometimes hereinafter individually or collectively referred to as the "Trademarks");

(b) all U.S., Canadian and foreign copyrights, registered or unregistered, in and to all copyrightable works including all registrations and applications therefor and all licenses thereof and (i) any renewals or extensions of the registrations therefor that may be secured under the laws or hereafter in effect in Canada or any other country or countries, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world (sometimes individually or collectively referred to as the "Copyrights");

(c) all U.S., Canadian and foreign patents and patent applications, now owned or hereafter acquired by a Borrower, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, all licenses thereof and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually or collectively referred to as the "Patents"); and

(d) all other intellectual property rights, now owned or hereafter acquired by a Borrower, including, without limitation, the intellectual property listed on Schedule 1, including, without limitation, trade secrets, know-how and confidential business information, computer software, computer programs, source code, data and documentation (including electronic media) and licenses thereof, and (i) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and (ii) all rights corresponding thereto throughout the world (collectively referred to as "Intellectual Property Rights").

3. **Continuing Liability.** Borrowers expressly agree that, notwithstanding anything to the contrary in this Agreement, it shall remain liable under each license, interest and obligation assigned to the Lender under this Agreement to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions applicable to Borrowers and shall retain the right to sue and recover for past, present and future infringements thereof. The Lender shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Lender or the receipt by the Lender of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Lender be required or obligated in any manner to perform or fulfill any of the obligations of Borrowers thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any

performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. **Effect of Collateral Assignment and Remedies.** Borrowers agree that following the occurrence of an Event of Default (after any applicable grace or cure periods) under the Loan Agreement which is continuing, the Lender, without demand of performance or other demand, advertisement or notice of any kind (except as required by law and except the notice specified below of time and place of public or private sale) to or upon Borrowers or any other person (all and each of which demands, advertisements or notices are hereby expressly waived to the extent permitted by law), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more public or private sale or sales, at any exchange, broker's board or at any of the Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Lender shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations in such order as the Lender in its sole discretion shall determine, Borrowers remaining liable for any deficiency therein. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Borrowers, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, Borrowers waive all the claims, damages and demand against the Lender arising out of the repossession, retention or sale of the Collateral. Borrowers agree that the Lender need not give more than 21 days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. **Refiling.** If, before the Debt is paid in full, any Borrower obtains any rights in or to any new or additional Intellectual Property Rights, the provisions of this Agreement shall apply thereto and Lender is hereby authorized to amend Schedule 1 and refile this Agreement as appropriate.

6. **Power of Attorney.** Each Borrower hereby authorizes the Lender, from and after the occurrence of any Event of Default (after any applicable grace or cure periods), to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in the Lender's sole discretion, as Borrower's true and lawful attorney-in-fact, following the occurrence of an Event of Default (after any applicable grace or cure periods) which is continuing with power (i) to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the perfection of a security interest in the Collateral, (ii) in accordance with this Agreement and applicable law, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue of this Agreement. This power of

attorney shall be irrevocable until all of the Debt has been paid in full and all of the financing arrangements between Borrowers and the Lender have been terminated and Lender has no further obligation to make loans to Borrowers.

7. **Specific Performance; Injunctive Relief.** Borrowers agree that, in addition to all other rights and remedies granted to Lender in this Agreement, the Loan Agreement and any other collateral security document, Lender shall be entitled to specific performance and injunctive and other equitable relief, and Borrowers further agree to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

8. **Grant of License to Use Intangibles.** In addition to and for the purpose of enabling the Lender to exercise rights and remedies under Sections 4 and 5 hereof, each Borrower shall permit Lender reasonable access to all media in which any of the Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof. In addition, upon an Event of Default (after any applicable grace or cure periods which is continuing), Lender, and its assigns, shall have a non-exclusive license throughout the world in all Trademarks, Patents, Copyrights, and Intellectual Property Rights for the manufacture, sale and distribution of inventory or other goods of each Borrower and for the sale and use of any assets of any Borrower in which Lender has a security interest (whether now or in the future.)

9. **Representation and Warranties.** Each Borrower represents and warrants that Schedule 1 contains a complete and correct list of all the trademark registrations and trademark applications, copyright registrations and copyright applications and patents and patent applications, respectively, if any, (i) owned by Borrower or (ii) licensed to or by Borrower (together with the terms of such licenses). Borrower additionally represents and warrants to the best of its knowledge that except as set forth in Schedule 1, there is no currently pending patent application on which any agent or employee of Borrower is listed as an inventor. Except as set forth in Schedule 1, Borrower owns free and clear of all liens all right, title and interest in, or has full right and authority to use, all Collateral necessary or desirable for the conduct of its business as currently conducted, as previously conducted or as currently proposed to be conducted. Except as set forth in Schedule 1, to the best of the Corporation's knowledge, no claim by any other person or entity ("Person") contesting the validity or ownership of any Collateral has been made, is currently outstanding or is threatened and neither Borrower, nor any executive thereof has received any notice of, or is aware of any fact which would indicate a likelihood of, any infringement or misappropriation upon, or conflict with, any other Person's intellectual property. Except as set forth in the Schedule 1, to the best of the Corporation's knowledge, none of the Collateral infringes upon or misappropriates, or conflicts with, any intellectual property of any Person, and no infringement, misappropriation or conflict will occur as a result of the continued operation of the business as now conducted or as currently proposed to be conducted. The transactions contemplated by this Agreement will have no adverse effect on any Borrower's rights in and to the Collateral. Each Borrower has taken all action necessary or desirable to protect the Collateral and will continue to take such action prior to

Closing so as to not adversely affect the validity or enforcement of the Collateral, except as set forth in Schedule 1 or where failure to take such action will not have a material adverse effect on Borrower or Borrower's business. Each Borrower further agrees that it will at its expense, at the Lender's request, defend the Lender's and Borrower's respective interests in the Collateral from any and all claims and demands of any other person or where failure to take such action will not have a material adverse effect on Borrower or Borrower's business and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor of any other person except liens permitted by the Loan Agreement; provided, however, that prior to the occurrence of an Event of Default and until the expiration of any applicable grace or cure period, nothing contained in this Agreement shall affect Borrower's right to grant non-exclusive licenses to third parties to use any portion of the Collateral.

10. **Restrictions on Future Agreements.** Each Borrower agrees that until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated and Lender has no further obligation to make loans to Borrower, it will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is materially inconsistent with Borrower's obligations under this Agreement and Borrower 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 affect the validity or enforcement of any of the rights transferred to Lender under this Agreement.

11. **Covenants Regarding Collateral.**

(a) Except as to Collateral which the applicable Borrower in its judgment determines to be in its best interests to abandon or not to enforce or protect, Borrower (either itself or through licensees) shall, until the Obligations have been paid in full, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) employ each Trademark, Copyright and Patent with the appropriate notice of application or registration on applicable products or services, (iii) not do any act or knowingly omit to do any act whereby any Patent may become invalidated or unenforceable, any Trademark right may become abandoned or unenforceable, any Copyright right may become unenforceable, or any Intellectual Property Right may become unenforceable (and not permit any licensee or sublicensee thereof to), (iv) prosecute diligently any trademark application, copyright application or any patent application which is pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and (v) preserve and maintain all rights in and to the Collateral.

(b) Except as set forth in Schedule 1, each Borrower shall notify the Lender reasonably promptly if it knows, or has reason to know, that any application or registration relating to any of the Collateral may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in any U.S. patent and



trademark office, any U.S. copyright office or any court) regarding Borrower's ownership of any of the Collateral, its right to register the same, or to keep and maintain the same, except for such abandonment, determination or dedication which is permitted under subparagraph (a) above.

(c) Each Borrower will take all necessary steps, including, without limitation, in any proceeding before any patent and trademark office, any Canadian copyright office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under subparagraphs (a) and (b) above) or as set forth in Schedule 1.

(d) In the event that any of the Collateral is infringed, misappropriated or diluted by a third party, the applicable Borrower shall provide reasonably prompt notice to Lender and take such action as Borrower shall reasonably deem appropriate under the circumstances, which may include suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution to protect such Collateral.

(e) Upon the occurrence of an Event of Default which is continuing, at its option, Lender may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by the applicable Borrower to provide insurance satisfactory to the Lender. Borrowers agree to reimburse Lender on demand for any payment reasonably made and any expense incurred by Lender pursuant to the foregoing authorization. Subject to Lender's rights under the Loan Agreement, until an Event of Default occurs and after expiration of any applicable grace or cure period and an acceleration of the loans, Borrowers may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement.

12. **Notice.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under the Loan Agreement.

13. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. **No Waiver; Cumulative Remedies.** The Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Lender, and then only to the extent therein set forth. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have had on any future occasion. No failure to

exercise nor any delay in exercising on the part of the Lender any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or in the Loan Agreement or any other agreements between the parties.

15. **Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

16. **Limitations by Law.** All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law which may be controlling and are limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing herein or in the Loan Agreement or any other collateral security document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreement or any other collateral security document. This Agreement may be signed in separate counterparts.

18. **Termination and Reassignment.** The Lender agrees that upon the termination or expiration of the Loan Agreement, termination of any obligations of Lender to make loans to Borrowers and the payment and performance in full of all the Obligations, the Lender will promptly execute documents releasing the security interests created hereby and to reassign Lender's interest in the Collateral to Borrowers, without warranty, representation or guaranty of any nature or kind.

19. **Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal laws (and not the laws of conflict) of the State of Michigan and the federal laws of United States of America applicable therein.

20. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties relating to the subject matter of this Agreement, and may only be amended or modified in writing signed by all parties.

21. **Waiver Of Jury Trial.** THE LENDER AND THE BORROWERS, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY COURSE OF CONDUCT,

DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE LENDER NOR THE BORROWERS SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE LENDER OR THE BORROWERS EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

**TENAX CORPORATION**

By:   
John A. Bratt, Chief Executive Officer

**HOFFCO|COMET INDUSTRIES, INC.**

By:   
John A. Bratt, Chief Executive Officer

**DUAL MACHINE CORPORATION**

By:   
John A. Bratt, Chief Executive Officer

**GMAC COMMERCIAL FINANCE LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE LENDER NOR THE BORROWERS SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE LENDER OR THE BORROWERS EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

**TENAX CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HOFFCO|COMET INDUSTRIES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DUAL MACHINE CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GMAC COMMERCIAL FINANCE LLC**

By: 

Name: Daniel J. Manella

Title: Senior Vice President