

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
United Subcontractors, Inc.	07/14/2005
RECEIVING PARTY DATA	
Name:	The Royal Bank of Scotland plc, as Collateral Agent
Street Address:	Attn: Curt Lueker
Internal 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>	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive
Address Line 2:	Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
NAME OF SUBMITTER:	Rhonda DeLeon

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Total Attachments: 6
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of July 14, 2005, 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 collateral agent for the Secured Parties (in such capacity the "Collateral Agent").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to 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 July 14, 2005 among the Grantors and the Secured parties (the "Security Agreement").

SECTION 2. Grant of Security Interest in Patent Collateral. To secure its Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a 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 Collateral Agents have caused this Agreement to be duly executed and delivered as of the date first above written.

UNITED SUBCONTRACTORS, INC.

By: 
Name: J. Kevin Gilligan
Title: President and Chief Executive Officer

THE ROYAL BANK OF SCOTLAND PLC,
as Collateral Agent

By: _____

Name: Curt Lueker

Title: Director

RBC agrees to provide the Grantors with any information and additional authorization necessary to effect the release of its security interest in the Released Collateral.

IN WITNESS WHEREOF, RBC has executed this Release as of the date first set forth above.

THE ROYAL BANK OF SCOTLAND PLC.,
as Collateral Agent

By:  _____

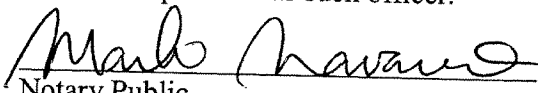
Name: Curt Lueker

Title: Director

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 13th day of July, 2005, personally appeared Curt Lueker who, being by me duly sworn, deposes and says that he/she is the Director of THE ROYAL BANK OF SCOTLAND PLC, a foreign bank, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.


Notary Public

MARLO NAVARRO
Notary Public of New York
New York County
Reg. # 01NA5073516
Expires February 24, 2007

My Commission Expires: _____

PATENT SECURITY AGREEMENT

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