

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
Northstar Industries, Inc.	11/08/2005
Best Diversified Products, Inc.	11/08/2005

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	200 W. Capitol Ave.
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72201

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	6851539
Patent Number:	D479637
Patent Number:	6588568
Patent Number:	6474101
Patent Number:	6176046
Patent Number:	6003658
Patent Number:	5636728
Patent Number:	5632371
Patent Number:	5490592
Patent Number:	5456347
Patent Number:	5224584
Patent Number:	5147025
Patent Number:	5096362
Patent Number:	4979867

PATENT

500061145

REEL: 016793 FRAME: 0115

OP \$600.00 6851539

Patent Number:

4852712

CORRESPONDENCE DATA

Fax Number: (501)376-9442

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ATTORNEY DOCKET NUMBER:

13528-57585

NAME OF SUBMITTER:

J. Charles Dougherty

Total Attachments: 3

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PATENT SECURITY AGREEMENT

This Patent Security Agreement ("Security Agreement") is executed and entered into by and between **NORTHSTAR INDUSTRIES, INC.**, a Georgia corporation, and **BEST DIVERSIFIED PRODUCTS, INC.**, a Georgia corporation, (individually and collectively, the "Borrower"), and **BANK OF AMERICA, N.A.**, a national banking association ("Secured Party"), pursuant to a Commercial Security Agreement dated November 8, 2005, by and between Borrower and Secured Party, pursuant to that certain Term Loan and Revolving Loan Credit Agreement, dated November 8, 2005, (the "Loan Agreement") between Borrower and Secured Party. Capitalized terms not defined herein shall have the meanings given such terms in the Loan Agreement.

WHEREAS, the Borrower is obligated to pay the Secured Party certain payments pursuant to the Loan Agreement; and

WHEREAS, the Borrower has agreed to grant the Secured Party a security interest in certain collateral described herein to secure the Borrower's obligations to the Secured Party.

IT IS THEREFORE, AGREED:

1. The Borrower hereby grants to the Secured Party a security interest in any and all patents and published patent applications, including, without limitation, those set forth on Exhibit A hereto, and any extensions, modifications, and renewals thereof.

2. The Collateral shall secure the payment and performance of all of Borrower's present and future, joint and/or several, direct and indirect, absolute and contingent, express and implied, indebtedness, (including costs of collection, legal expenses and reasonable attorneys' fees, incurred by Lender upon the occurrence of a default under the Loan Agreement, in collecting or enforcing payment of such indebtedness, or preserving, protecting or realizing on the Collateral herein), liabilities, obligations and covenants (cumulatively "Obligations") to Lender including those arising under or pursuant to:

- (a) the Loan Agreement (including, but not limited to, the "Obligations" as defined in the Loan Agreement), the Revolving Credit Note, the Term Loan Note, and any Rate Protection Agreement;
- (b) and all other evidences of indebtedness, agreements, instruments, guaranties, or otherwise of Borrower to Lender of every type or description that now exists or arises in the future (**whether incurred for the same or different purposes than the foregoing**);
- (c) all predecessors, renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing; and
- (d) applicable law.

3. In the event that Debtor defaults in the payment of the Obligations then the Secured Party shall be entitled to any and all remedies available under the Uniform Commercial Code in force in the State of Arkansas as of the date of default and to the other remedies set forth in the Loan Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of November 8, 2005.

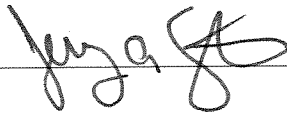
SECURED PARTY:

BANK OF AMERICA, N.A.

By: 

BORROWER:

NORTHSTAR INDUSTRIES, INC.

By: 

BEST DIVERSIFIED PRODUCTS, INC.

By: 

Exhibit A**Patents and Published Patent Applications****Northstar Industries, Inc.**

Patents:

	PAT. NO.	Title
1	6,851,539	Conveyor wheel axle and yoke support
2	D479,637	Multiple-wheel axle support
3	6,588,568	Multiple-wheel axle support
4	6,474,101	Natural gas handling system
5	6,176,046	Portable, pre-manufactured, modular natural gas delivery stations
6	6,003,658	Telescoping rigid frame and scissor conveyor with suspension
7	5,636,728	Expandable conveyor with power module
8	5,632,371	Expandable redundantly powered conveyors
9	5,490,592	Telescoping rigid frame and scissor conveyor
10	5,456,347	Controllably powered roller conveyors
11	5,224,584	Expandable powered conveyors
12	5,147,025	Expandable powered roller conveyor
13	5,096,362	Ramp
14	4,979,867	Ramp
15	4,852,712	Conveyor

Patent Applications (Published): None

Best Diversified Products, Inc.

Patents: None

Patent Applications (Published): None