

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
Tennessee Mat Company, Inc.	06/29/2006
RECEIVING PARTY DATA	
Name:	Highpoint Capital Funding, LLC
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5630304
Patent Number:	D502557
Patent Number:	D520650
Application Number:	11062367
PCT Number:	US0505544
Application Number:	10951057
CORRESPONDENCE DATA	
Fax Number:	(615)313-3972
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	615-244-5200
Email:	francine.vanaelst@stites.com
Correspondent Name:	Julian L. Bibb
Address Line 1:	424 Church Street
Address Line 2:	Suite 1800
Address Line 4:	Nashville, TENNESSEE 37219
ATTORNEY DOCKET NUMBER:	02000N/061083

OP \$240.00 5630304

NAME OF SUBMITTER:

Francine M VanAelst

Total Attachments: 4

source=Highpoint Patent Security Agreement#page1.tif

source=Highpoint Patent Security Agreement#page2.tif

source=Highpoint Patent Security Agreement#page3.tif

source=Highpoint Patent Security Agreement#page4.tif

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement"), dated June 29, 2006, by TENNESSEE MAT COMPANY, INC., a Tennessee corporation (the "Debtor"), in favor of HIGHPOINT CAPITAL FUNDING, LLC, a Delaware limited liability company (together with its successors and assigns, the "Lender") pursuant to the agreement titled Security Agreement and dated as of the date hereof (the "Security Agreement").

W I T N E S S E T H:

WHEREAS, the Debtor is party to the Security Agreement in favor of the Lender pursuant to which the Debtor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender, to enter into the Loan Agreement, the Debtor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. the Debtor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Debtor (collectively, the "Patent Collateral"):

- (a) each Patent and application for Patent of the Debtor listed on Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof;
- (b) all goodwill associated with such Patents; and
- (c) all products and proceeds of any and all of the foregoing.

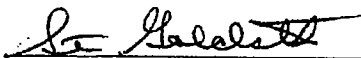
SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Lender 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Indebtedness (other than unmatured indemnification obligations), upon written request of the Debtor, the Lender shall execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

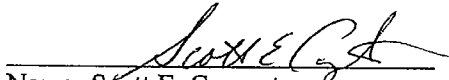
TENNESSEE MAT COMPANY, INC.

By: 
Name: Steven Goldsmith
Title: Chief Operating Officer
and Chief Financial Officer

[Signature Page to the Patent Security Agreement]

Accepted and Agreed:

HIGHPOINT CAPITAL FUNDING, LLC

By: 
Name: Scott E. Carpenter
Title: Managing Director

[Signature Page to the Patent Security Agreement]

SCHEDULE 1
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND APPLICATIONS

PATENTS

<u>U.S. Patent No.</u>	<u>Issue Date</u>
5,630,304	May 20, 1997
D502,557	March 1, 2005
D520,650	May 9, 2006

PATENT APPLICATIONS

<u>U.S. Patent Appl. No.</u>	<u>Filing Date</u>
11/062,367	February 22, 2005
10/951,057	September 27, 2004

<u>International Appl. No.</u>	<u>Filing Date</u>
PCT/US2005/005544	February 22, 2005