

04-29-2002



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Haden Schweitzer Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: August 1, 2001

2. Name and address of receiving party(ies)

Name: Comerica Bank

Internal Address: Mail Code 3241

Street Address: 500 Woodward Avenue

City: Detroit State: MI Zip: 48226

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other Michigan banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1186417; 1186391; 1345254

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael B. Peterman, Esq.

Internal Address: Suite 2500

Miller, Canfield, Paddock and Stone,

P.L.C.

Street Address: 150 West Jefferson

City: Detroit State: MI Zip: 48226

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael B. Peterman, Esq.

Name of Person Signing

Signature

4/26/02

Date

Total number of pages including cover sheet, attachments, and document: 26

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/29/2002 6TOM11 00000189 1186417

01 FC:481 40.00 OP
02 FC:482 50.00 OP

TRADEMARK
REEL: 002493 FRAME: 0406

As of December 29, 1999, for value received, the undersigned ("Debtor") grants to Comerica Bank ("Bank"), a Michigan banking corporation, a continuing security interest in the Collateral (as defined below) to secure payment when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future indebtedness ("Indebtedness") to the Bank of Debtor. Indebtedness includes without limit any and all obligations or liabilities of Debtor to the Bank, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown; any and all obligations or liabilities for which Debtor would otherwise be liable to the Bank were it not for the invalidity or unenforceability of them by reason of any bankruptcy, insolvency or other law, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; all costs incurred by Bank in establishing, determining, continuing, or defending the validity or priority of its security interest, or in pursuing its rights and remedies under this Agreement or under any other agreement between Bank and Debtor or in connection with any proceeding involving Bank as a result of any financial accommodation to Debtor; and all other costs of collecting Indebtedness, including without limit attorney fees. Debtor agrees to pay Bank all such costs incurred by the Bank, immediately upon demand, and until paid all costs shall bear interest at the highest per annum rate applicable to any of the Indebtedness, but not in excess of the maximum rate permitted by law. Any reference in this Agreement to attorney fees shall be deemed a reference to reasonable fees, costs, and expenses of both in-house and outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise.

1. **Collateral** shall mean all of the following property Debtor now or later owns or has an interest in, wherever located:
 - (a) all Accounts Receivable (for purposes of this Agreement, "Accounts Receivable" consists of all accounts, general intangibles, chattel paper, contract rights, deposit accounts, documents and instruments),
 - (b) all Inventory,
 - (c) all Equipment and Fixtures,
 - (d) all goods, instruments, documents, policies and certificates of insurance, deposits, money, investment property or other property (except real property which is not a fixture) which are now or later in possession or control of Bank, or as to which Bank now or later controls possession by documents or otherwise, and
 - (e) all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights), products, and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Debtor.
2. **Warranties, Covenants and Agreements.** Debtor warrants, covenants and agrees as follows:
 - 2.1 Debtor shall furnish to Bank, in form and at intervals as Bank may request, any information Bank may reasonably request and allow Bank to examine, inspect, and copy any of Debtor's books and records. Debtor shall, at the request of Bank, mark its records and the Collateral to clearly indicate the security interest of Bank under this Agreement.
 - 2.2 At the time any Collateral becomes, or is represented to be, subject to a security interest in favor of Bank, Debtor shall be deemed to have warranted that (a) Debtor is the lawful owner of the Collateral and has the right and authority to subject it to a security interest granted to Bank; (b) except as

otherwise provided by that certain Loan Agreement of even date herewith between Bank and Debtor (the "Loan Agreement"), none of the Collateral is subject to any security interest other than that in favor of Bank and there are no financing statements on file, other than in favor of Bank; and (c) Debtor acquired its rights in the Collateral in the ordinary course of its business.

- 2.3 Except as otherwise permitted under the Loan Agreement, Debtor will keep the Collateral free at all times from all claims, liens, security interests and encumbrances other than those in favor of Bank. Debtor will not, without the prior written consent of Bank, sell, transfer or lease, or permit to be sold, transferred or leased, any or all of the Collateral, except for Inventory in the ordinary course of its business and will not return any Inventory to its supplier. Bank or its representatives may at all reasonable times inspect the Collateral and may enter upon all premises where the Collateral is kept or might be located.
- 2.4 Debtor will do all acts and will execute or cause to be executed all writings requested by Bank to establish, maintain and continue a perfected and first security interest of Bank in the Collateral. Debtor agrees that Bank has no obligation to acquire or perfect any lien on or security interest in any asset(s), whether realty or personalty, to secure payment of the Indebtedness, and Debtor is not relying upon assets in which the Bank may have a lien or security interest for payment of the Indebtedness.
- 2.5 Debtor will pay within the time that they can be paid without interest or penalty all taxes, assessments and similar charges which at any time are or may become a lien, charge, or encumbrance upon any Collateral, except to the extent contested in good faith and bonded in a manner satisfactory to Bank. If Debtor fails to pay any of these taxes, assessments, or other charges in the time provided above, Bank has the option (but not the obligation) to do so and Debtor agrees to repay all amounts so expended by Bank immediately upon demand, together with interest at the highest lawful default rate which could be charged by Bank on any Indebtedness.
- 2.6 Debtor will keep the Collateral in good condition, reasonable wear and tear excepted, and will protect it from loss, damage, or deterioration from any cause. Debtor has and will maintain at all times (a) with respect to the Collateral, insurance under an "all risk" policy against fire and other risks customarily insured against, and (b) public liability insurance and other insurance as may be required by law or reasonably required by Bank, all of which insurance shall be in amount, form and content, and written by companies as may be satisfactory to Bank, containing a lender's loss payable endorsement acceptable to Bank. Debtor will deliver to Bank immediately upon demand evidence satisfactory to Bank that the required insurance has been procured. If Debtor fails to maintain satisfactory insurance, Bank has the option (but not the obligation) to do so and Debtor agrees to repay all amounts so expended by Bank immediately upon demand, together with interest at the highest lawful default rate which could be charged by Bank on any Indebtedness.
- 2.7 On each occasion on which Debtor evidences to Bank the account balances on and the nature and extent of the Accounts Receivable, Debtor shall be deemed to have warranted that except as otherwise indicated (a) each of those Accounts Receivable is valid and enforceable without performance by Debtor of any act; (b) each of those account balances are in fact owing, (c) there are no setoffs, recoupments, credits, contra accounts, counterclaims or defenses against any of those Accounts Receivable, (d) as to any Accounts Receivable represented by a note, trade acceptance, draft or other instrument or by any chattel paper or document, the same have been endorsed and/or delivered by Debtor to Bank, (e) Debtor has not received with respect to any Account Receivable, any notice of the death of the related account debtor, nor of the dissolution, liquidation, termination of existence, insolvency, business failure, appointment of a receiver for, assignment for the benefit of creditors by, or filing of a petition in bankruptcy by or against, the account debtor, and (f) as to each Account Receivable, the account debtor is not an affiliate of Debtor, the United States of America or any department, agency or instrumentality of it, or a citizen or resident of any jurisdiction outside of the

United States. Debtor will do all acts and will execute all writings requested by Bank to perform, enforce performance of, and collect all Accounts Receivable. Debtor shall neither make nor permit any modification, compromise or substitution for any Account Receivable without the prior written consent of Bank. Debtor shall, at Bank's request, arrange for verification of Accounts Receivable directly with account debtors or by other methods acceptable to Bank.

- 2.8 Except as provided to the contrary in the Loan Agreement, Debtor at all times shall be in strict compliance with all applicable laws, including without limit any laws, ordinances, directives, orders, statutes, or regulations an object of which is to regulate or improve health, safety, or the environment ("Environmental Laws").
- 2.9 Upon an Event of Default, if Bank, acting in its sole discretion, redelivers Collateral to Debtor or Debtor's designee for the purpose of (a) the ultimate sale or exchange thereof; or (b) presentation, collection, renewal, or registration of transfer thereof; or (c) loading, unloading, storing, shipping, transshipping, manufacturing, processing or otherwise dealing with it preliminary to sale or exchange; such redelivery shall be in trust for the benefit of Bank and shall not constitute a release of Bank's security interest in it or in the proceeds or products of it unless Bank specifically so agrees in writing. If Debtor requests any such redelivery, Debtor will deliver with such request a duly executed financing statement in form and substance satisfactory to Bank. Any proceeds of Collateral coming into Debtor's possession as a result of any such redelivery shall be held in trust for Bank and immediately delivered to Bank for application on the Indebtedness. Bank may (in its sole discretion) deliver any or all of the Collateral to Debtor, and such delivery by Bank shall discharge Bank from all liability or responsibility for such Collateral. Bank, at its option, may require delivery of any Collateral to Bank at any time with such endorsements or assignments of the Collateral as Bank may request.
- 2.10 Upon an Event of Default and without notice, Bank may (a) cause any or all of the Collateral to be transferred to its name or to the name of its nominees; (b) receive or collect by legal proceedings or otherwise all dividends, interest, principal payments and other sums and all other distributions at any time payable or receivable on account of the Collateral, and hold the same as Collateral, or apply the same to the Indebtedness, the manner and distribution of the application to be in the sole discretion of Bank; (c) enter into any extension, subordination, reorganization, deposit, merger or consolidation agreement or any other agreement relating to or affecting the Collateral, and deposit or surrender control of the Collateral, and accept other property in exchange for the Collateral and hold or apply the property or money so received pursuant to this Agreement.
- 2.11 Bank may assign any of the Indebtedness and this Agreement to its assignee, who then shall have all the rights and powers of Bank under this Agreement, and after that Bank shall be fully discharged from all liability and responsibility with respect to Collateral so delivered.
- 2.12 Debtor shall defend, indemnify and hold harmless Bank, its employees, agents, shareholders, affiliates, officers, and directors from and against any and all claims, damages, fines, expenses, liabilities or causes of action of whatever kind, including without limit consultant fees, legal expenses, and attorney fees, suffered by any of them as a direct or indirect result of any actual or asserted violation of any law, including, without limit, Environmental Laws, or of any remediation relating to any property required by any law, including without limit Environmental Laws.
- 3. Collection of Proceeds.**
- 3.1 Debtor agrees to collect and enforce payment of all Collateral until Bank shall direct Debtor to the contrary. Upon an Event of Default, Debtor agrees to fully and promptly cooperate and assist Bank in the collection and enforcement of all Collateral and to hold in trust for Bank all payments received in connection with Collateral and from the sale, lease or other disposition of any Collateral, all rights by

way of suretyship or guaranty and all rights in the nature of a lien or security interest which Debtor now or later has regarding Collateral. Immediately upon and after such notice, Debtor agrees to (a) endorse to Bank and immediately deliver to Bank all payments received on Collateral or from the sale, lease or other disposition of any Collateral or arising from any other rights or interests of Debtor in the Collateral, in the form received by Debtor without commingling with any other funds, and (b) immediately deliver to Bank all property in Debtor's possession or later coming into Debtor's possession through enforcement of Debtor's rights or interests in the Collateral. Debtor irrevocably authorizes Bank or any Bank employee or agent to endorse the name of Debtor upon any checks or other items which are received in payment for any Collateral, and to do any and all things necessary in order to reduce these items to money. Bank shall have no duty as to the collection or protection of Collateral or the proceeds of it, nor as to the preservation of any related rights, beyond the use of reasonable care in the custody and preservation of Collateral in the possession of Bank. Debtor agrees to take all steps necessary to preserve rights against prior parties with respect to the Collateral. Nothing in this Section 3.1 shall be deemed a consent by Bank to any sale, lease or other disposition of any Collateral.

- 3.2 Debtor agrees that, upon an Event of Default, the Indebtedness shall be on a "remittance basis" as follows: Debtor shall at its sole expense establish and maintain (and Bank, at Bank's option may establish and maintain at Debtor's expense): (a) an United States Post Office lock box (the "Lock Box"), to which Bank shall have exclusive access and control. Debtor expressly authorizes Bank, from time to time, to remove contents from the Lock Box, for disposition in accordance with this Agreement. Debtor agrees to notify all account debtors and other parties obligated to Debtor that all payments made to Debtor (other than payments by electronic funds transfer) shall be remitted, for the credit of Debtor, to the Lock Box, and Debtor shall include a like statement on all invoices; and (b) a non-interest bearing deposit account with Bank which shall be titled as designated by Bank (the "Cash Collateral Account") to which Bank shall have exclusive access and control. Debtor agrees to notify all account debtors and other parties obligated to Debtor that all payments made to Debtor by electronic funds transfer shall be remitted to the Cash Collateral Account, and Debtor, at Bank's request, shall include a like statement on all invoices. Debtor shall execute all documents and authorizations as required by Bank to establish and maintain the Lock Box and the Cash Collateral Account.
- 3.3 All items or amounts which are remitted to the Lock Box, to the Cash Collateral Account, or otherwise delivered by or for the benefit of Debtor to Bank on account of partial or full payment of, or with respect to, any Collateral shall, at Bank's option, (i) be applied to the payment of the Indebtedness, whether then due or not, in such order or at such time of application as Bank may determine in its sole discretion, or, (ii) be deposited to the Cash Collateral Account. Debtor agrees that Bank shall not be liable for any loss or damage which Debtor may suffer as a result of Bank's processing of items or its exercise of any other rights or remedies under this Agreement, including without limitation indirect, special or consequential damages, loss of revenues or profits, or any claim, demand or action by any third party arising out of or in connection with the processing of items or the exercise of any other rights or remedies under this Agreement. Debtor agrees to indemnify and hold Bank harmless from and against all such third party claims, demands or actions, and all related expenses or liabilities, including, without limitation, attorney fees.

4. Defaults, Enforcement and Application of Proceeds.

- 4.1 Any Event of Default (as defined in the Loan Agreement) shall constitute an event of default ("Event of Default") under this Agreement.
- 4.2 Upon the occurrence of any Event of Default, Bank may at its discretion and without prior notice to Debtor (unless otherwise provided below) declare any or all of the Indebtedness to be immediately due and payable, and shall have and may exercise any one or more of the following rights and remedies:

- (a) Exercise all the rights and remedies upon default, in foreclosure and otherwise, available to secured parties under the provisions of the Uniform Commercial Code and other applicable law;
- (b) Institute legal proceedings to foreclose upon the lien and security interest granted by this Agreement, to recover judgment for all amounts then due and owing as Indebtedness, and to collect the same out of any Collateral or the proceeds of any sale of it;
- (c) Institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any or all Collateral; and/or
- (d) Personally or by agents, attorneys, or appointment of a receiver, enter upon any premises where Collateral may then be located, and take possession of all or any of it and/or render it unusable; and without being responsible for loss or damage to such Collateral, hold, operate, sell, lease, or dispose of all or any Collateral at one or more public or private sales, leaseings or other disposition, at places and times and on terms and conditions as Bank may deem fit, without any previous demand or advertisement, provided, however, Bank will provide Debtor with any notice of sale, lease or other disposition, and advertisement as required by applicable law. Except as otherwise provided in this Agreement, any other notice or demand, any right or equity of redemption, and any obligation of a prospective purchaser or lessee to inquire as to the power and authority of Bank to sell, lease, or otherwise dispose of the Collateral or as to the application by Bank of the proceeds of sale or otherwise, which would otherwise be required by, or available to Debtor under, applicable law are expressly waived by Debtor to the fullest extent permitted.

At any sale pursuant to this Section 4.2, whether under the power of sale, by virtue of judicial proceedings or otherwise, it shall not be necessary for Bank or a public officer under order of a court to have present physical or constructive possession of Collateral to be sold. The recitals contained in any conveyances and receipts made and given by Bank or the public officer to any purchaser at any sale made pursuant to this Agreement shall, to the extent permitted by applicable law, conclusively establish the truth and accuracy of the matters stated (including, without limit, as to the amounts of the principal of and interest on the Indebtedness, the accrual and nonpayment of it and advertisement and conduct of the sale); and all prerequisites to the sale shall be presumed to have been satisfied and performed. Upon any sale of any Collateral, the receipt of the officer making the sale under judicial proceedings or of Bank shall be sufficient discharge to the purchaser for the purchase money, and the purchaser shall not be obligated to see to the application of the money. Any sale of any Collateral under this Agreement shall be a perpetual bar against Debtor with respect to that Collateral.

- 4.3 Debtor shall at the request of Bank, notify the account debtors or obligors of Bank's security interest in the Collateral and direct payment of it to Bank. Bank may, itself, upon the occurrence of any Event of Default so notify and direct any account debtor or obligor.
- 4.4 The proceeds of any sale or other disposition of Collateral authorized by this Agreement shall be applied by Bank first upon all expenses authorized by the Uniform Commercial Code and all reasonable attorney fees and legal expenses incurred by Bank; the balance of the proceeds of the sale or other disposition shall be applied in the payment of the Indebtedness, first to interest, then to principal, then to remaining Indebtedness and the surplus, if any, shall be paid over to Debtor or to such other person(s) as may be entitled to it under applicable law. Debtor shall remain liable for any deficiency, which it shall pay to Bank immediately upon demand.
- 4.5 Nothing in this Agreement is intended, nor shall it be construed, to preclude Bank from pursuing any other remedy provided by law for the collection of the Indebtedness or for the recovery of any other sum to which Bank may be entitled for the breach of this Agreement by Debtor. Nothing in this Agreement shall reduce or release in any way any rights or security interests of Bank contained in any existing agreement between Debtor or any Guarantor and Bank.

- 4.6 No waiver of default or consent to any act by Debtor shall be effective unless in writing and signed by an authorized officer of Bank. No waiver of any default or forbearance on the part of Bank in enforcing any of its rights under this Agreement shall operate as a waiver of any other default or of the same default on a future occasion or of any rights.
- 4.7 Debtor irrevocably appoints Bank or any agent of Bank (which appointment is coupled with an interest) the true and lawful attorney of Debtor (with full power of substitution) in the name, place and stead of, and at the expense of, Debtor:
- (a) to demand, receive, sue for, and give receipts or acquittances for any moneys due or to become due on any Collateral and to endorse any item representing any payment on or proceeds of the Collateral;
 - (b) to execute and file in the name of and on behalf of Debtor all financing statements or other filings deemed necessary or desirable by Bank to evidence, perfect, or continue the security interests granted in this Agreement; and
 - (c) to do and perform any act on behalf of Debtor permitted or required under this Agreement.
- 4.8 Upon the occurrence of an Event of Default, Debtor also agrees, upon request of Bank, to assemble the Collateral and make it available to Bank at any place designated by Bank which is reasonably convenient to Bank and Debtor.

5. Miscellaneous.

- 5.1 Until Bank is advised in writing by Debtor to the contrary, all notices, requests and demands required under this Agreement or by law shall be given to, or made upon, Debtor at the first address indicated in Section 5.14 below.
- 5.2 Debtor will give Bank not less than 90 days prior written notice of all contemplated changes in Debtor's name, chief executive office location, and/or location of any Collateral, but the giving of this notice shall not cure any Event of Default caused by this change.
- 5.3 Bank assumes no duty of performance or other responsibility under any contracts contained within the Collateral.
- 5.4 Bank has the right to sell, assign, transfer, negotiate or grant participations or any interest in, any or all of the Indebtedness and any related obligations, including without limit this Agreement. In connection with the above, but without limiting its ability to make other disclosures to the full extent allowable, Bank may disclose all documents and information which Bank now or later has relating to Debtor, the Indebtedness or this Agreement, however obtained. Debtor further agrees that Bank may provide information relating to this Agreement or relating to Debtor to the Bank's parent, affiliates, subsidiaries, and service providers.
- 5.5 In addition to Bank's other rights, any indebtedness owing from Bank to Debtor can be set off and applied by Bank on any Indebtedness at any time(s) either before or after maturity or demand without notice to anyone.
- 5.6 Debtor waives any right to require the Bank to: (a) proceed against any person or property, or (b) pursue any other remedy in the Bank's power. Debtor waives notice of acceptance of this Agreement and presentment, demand, protest, notice of protest, dishonor, notice of dishonor, notice of default, notice of intent to accelerate or demand payment of any Indebtedness, any and all other notices to which the undersigned might otherwise be entitled, and diligence in collecting any Indebtedness, and agree(s) that the Bank may, once or any number of times, modify the terms of any Indebtedness, compromise, extend, increase, accelerate, renew or forbear to enforce payment of any or all

Indebtedness, all without notice to Debtor and without affecting in any manner the unconditional obligation of Debtor under this Agreement. Debtor unconditionally and irrevocably waives each and every defense and setoff of any nature which, under principles of guaranty or otherwise, would operate to impair or diminish in any way the obligation of Debtor under this Agreement, and acknowledges that such waiver is by this reference incorporated into each security agreement, collateral assignment, pledge and/or other document from Debtor now or later securing the Indebtedness, and acknowledges that as of the date of this Agreement no such defense or setoff exists.

- 5.7 In the event that applicable law shall obligate Bank to give prior notice to Debtor of any action to be taken under this Agreement, Debtor agrees that a written notice given to Debtor at least five days before the date of the act shall be reasonable notice of the act and, specifically, reasonable notification of the time and place of any public sale or of the time after which any private sale, lease, or other disposition is to be made, unless a shorter notice period is reasonable under the circumstances. A notice shall be deemed to be given under this Agreement when delivered to Debtor or when placed in an envelope addressed to Debtor and deposited, with postage prepaid, in a post office or official depository under the exclusive care and custody of the United States Postal Service or delivered to an overnight courier. The mailing shall be by overnight courier, certified, or first class mail.
- 5.8 Notwithstanding any prior revocation, termination, surrender, or discharge of this Agreement in whole or in part, the effectiveness of this Agreement shall automatically continue or be reinstated in the event that any payment received or credit given by Bank in respect of the Indebtedness is returned, disgorged, or rescinded under any applicable law, including, without limitation, bankruptcy or insolvency laws, in which case this Agreement, shall be enforceable against Debtor as if the returned, disgorged, or rescinded payment or credit had not been received or given by Bank, and whether or not Bank relied upon this payment or credit or changed its position as a consequence of it. In the event of continuation or reinstatement of this Agreement, Debtor agrees upon demand by Bank to execute and deliver to Bank those documents which Bank determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of Debtor to do so shall not affect in any way the reinstatement or continuation.
- 5.9 This Agreement and all the rights and remedies of Bank under this Agreement shall inure to the benefit of Bank's successors and assigns and to any other holder who derives from Bank title to or an interest in the Indebtedness or any portion of it, and shall bind Debtor and the heirs, legal representatives, successors, and assigns of Debtor. Nothing in this Section 5.9 is deemed a consent by Bank to any assignment by Debtor.
- 5.10 If there is more than one Debtor, all undertakings, warranties and covenants made by Debtor and all rights, powers and authorities given to or conferred upon Bank are made or given jointly and severally.
- 5.11 Except as otherwise provided in this Agreement, all terms in this Agreement have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Uniform Commercial Code. "Uniform Commercial Code" means Act No. 174 of the Michigan Public Acts of 1962, as amended.
- 5.12 No single or partial exercise, or delay in the exercise, of any right or power under this Agreement, shall preclude other or further exercise of the rights and powers under this Agreement. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. This Agreement constitutes the entire agreement of Debtor and Bank with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless the same shall be in writing and signed by Debtor and an authorized officer of Bank. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to conflict of laws principles.

AMENDMENT TO SECURITY AGREEMENT

This Amendment to Security Agreement ("Amendment") dated as of August 1, 2001, is by and between COMERICA BANK, a Michigan banking corporation ("Bank") and HADEN SCHWEITZER CORPORATION, an Ohio corporation ("Debtor").

WHEREAS, in connection with that certain Loan Agreement between Debtor and Bank dated December 29, 1999, as amended (the "Loan Agreement"), Debtor previously executed in favor of Bank a Security Agreement dated as of December 29, 1999 (the "Agreement"); and

WHEREAS, of even date herewith Debtor and Bank have amended the Loan Agreement pursuant to that certain Amended and Restated Loan Agreement (the "Amended and Restated Agreement") and in connection therewith, the parties desire to amend the Agreement;

NOW, THEREFORE, for value and other good and valuable consideration, the receipt of which is hereby acknowledged the parties hereby amend the Agreement as follows:

A. AMENDMENTS TO AGREEMENT

1. Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

"1. Collateral/Definitions:

1.1 **Collateral:** Collateral shall mean all of the following property Debtor now or later owns or has an interest in, wherever located:

- (a) all Accounts Receivable (for purposes of this Agreement, "Accounts Receivable" consists of all accounts; general intangibles; chattel paper (including without limit electronic chattel paper and tangible chattel paper); contract rights; deposit accounts; documents; instruments; rights to payment evidenced by chattel paper, documents or instruments; health care insurance receivables; commercial tort claims; letters of credit; letter of credit rights; supporting obligations; and rights to payment for money or funds advanced or sold),
- (b) all Inventory,
- (c) all Equipment and Fixtures,
- (d) all Software (for purposes of this Agreement, "Software" consists of all (i) computer programs and supporting information provided in connection with a transaction relating to the program, and (ii) computer programs embedded in goods and any supporting information provided in connection with a transaction relating to the program whether or not the program is associated with the goods in such a manner that it customarily is considered part of the goods, and whether or not, by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods, and whether or not the program is

embedded in goods that consist solely of the medium in which the program is embedded),

- (e) all Intellectual Property,
- (f) all goods, instruments, documents, policies and certificates of insurance, deposits, money, investment property or other property (except real property which is not a fixture) which are now or later in possession or control of Bank, or as to which Bank now or later controls possession by documents or otherwise, and
- (g) all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights), products, and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Debtor.

In the definition of Collateral, a reference to a type of collateral shall not be limited by a separate reference to a more specific or narrower type of that collateral.

1.2 **Definitions:** As used in this Agreement, the following terms have the meanings specified below:

- (a) "Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by Debtor or that Debtor otherwise has the right to license, or granting any right to Debtor under any copyright now or hereafter owned by any third party, and all rights of Debtor under any such agreement.
- (b) "Copyrights" means all of the following now owned or hereafter acquired by Debtor: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule I.
- (c) "Intellectual Property" means all intellectual and similar property of Debtor of every kind and nature now owned or hereafter acquired by Debtor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

- (d) "License" means any Patent License, Trademark License, Copyright License or other license or sublicense to which Debtor is a party, including those listed on Schedule I.
- (e) "Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by Debtor or that Debtor otherwise has the right to license, is in existence, or granting to Debtor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of Debtor under any such agreement.
- (f) "Patents" means all of the following now owned or hereafter acquired by Debtor: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.
- (g) "Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by Debtor or that Debtor otherwise has the right to license, or granting to Debtor any right to use any trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.
- (h) "Trademarks" means all of the following now owned or hereafter acquired by Debtor: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

2. Section 2 of the Agreement shall be amended by adding the following Section 2.14 to the end of Section 2:

“2.14 Covenants regarding Patent, Trademark and Copyright Collateral.”

- (a) Debtor agrees that during the term of any Patent it will not, and will not permit any of its licensees to, do any act or omit to do any act whereby any Patent that is

material to the conduct of Debtor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

- (b) Debtor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of Debtor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.
- (c) Debtor (either itself or through its licensees or sublicensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.
- (d) Debtor shall notify Bank immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public (other than as the result of the expiration of the term of any Patent), or of any adverse determination or development (including the institution of, or any such determination in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding Debtor's ownership of any Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same.
- (e) In the event that Debtor, either itself or through any agent, employee, licensee or designee, files an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, Debtor shall promptly inform Bank of the registration of such Patent, Trademark or Copyright, and, upon request of Bank, executes and delivers any and all agreements, instruments, documents and papers as Bank may request to evidence Bank's security interest in such Patent, Trademark or Copyright, and Debtor hereby appoints Bank as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.
- (f) Debtor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the

United States or in any other country or any political subdivision thereof, and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of Debtor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

- (g) In the event that Debtor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of Debtor's business has been or is about to be infringed, misappropriated or diluted by a third party, Debtor shall promptly notify Bank and shall take such actions as are appropriate under the circumstances to protect such Collateral, including without limitation and if consistent with good business judgment, institute legal proceedings for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution.
- (h) Upon and during the continuance of an Event of Default, Debtor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all Debtor's right, title and interest thereunder to Bank or its designee.”

3. Section 4 of the Agreement shall be amended by adding the following Sections 4.9 and 4.10 to the end of Section 4:

“4.9 Notwithstanding anything to the contrary contained herein, upon the occurrence and during the continuance of an Event of Default, with respect to any Collateral consisting of Intellectual Property, Bank shall have the right, on demand, to cause the security interest granted under this Agreement to become an assignment, transfer and conveyance of any of or all such Collateral by Debtor to Bank, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as Bank shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained).”

“4.10 For the purpose of enabling Bank to exercise rights and remedies under this Agreement at such time as Bank shall be lawfully entitled to exercise such rights and remedies, Debtor hereby grants to Bank an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Debtors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by Debtor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by Bank shall be exercised, at the option of Bank, upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or

other transaction entered into by Bank in accordance herewith shall be binding upon the Debtors notwithstanding any subsequent cure of an Event of Default.”

4. Section 5.12 of the Agreement shall be deleted in its entirety and replaced with the following:

“5.12 Except as otherwise provided in this Agreement, all terms in this Agreement have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Uniform Commercial Code, as those meanings may be amended, revised or replaced from time to time. “Uniform Commercial Code” means Act No. 174 of the Michigan Public Acts of 1962, as amended, revised or replaced from time to time, including without limit as amended by Act No. 348 of the Michigan Public Acts of 2000. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the Uniform Commercial Code have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the Uniform Commercial Code shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the Uniform Commercial Code in effect on the date of this Agreement, then such term, as used herein, shall be given such broadened meaning. If the Uniform Commercial Code shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the Uniform Commercial Code in effect on the date of this Agreement, such amendment or holding shall be disregarded in defining terms used in this Agreement.”

5. Section 5 of the Agreement shall be amended by adding the following Section 5.18 to the end of Section 5:

“5.18. Debtor represents and warrants that Debtor’s exact name is the name set forth in this Agreement. Debtor further represents and warrants the following and agrees that Debtor is, and at all times shall be, located in the following place:

Debtor is a registered organization which is organized under the laws of one of the states comprising the United States (e.g. corporation, limited partnership, registered limited liability partnership or limited liability company), and Debtor is located (as determined pursuant to the Uniform Commercial Code) in the state under the laws of which it was organized, which is: Delaware.

6. Schedule I attached hereto shall be added to the Agreement as Schedule I thereto.

B. MISCELLANEOUS

1. This Amendment may be executed in counterparts via facsimile, by different parties hereto on different counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single agreement.

2. The parties acknowledge and agree that, except as specifically amended hereby or in connection herewith, all of the terms and conditions of the Agreement remain in full force and effect in accordance with their original terms.

3. All references in the Agreement to Loan Agreement shall mean the Amended and Restated Agreement.

[signatures on the following page]

WITNESS the due execution hereof as of the day and year first above written.

COMERICA BANK

By: 

Its: Vice President

HADEN SCHWEITZER CORPORATION

By: _____

Its: _____

WITNESS the due execution hereof as of the day and year first above written.

COMERICA BANK

By: _____

Its: _____

HADEN SCHWEITZER CORPORATION

By: *Kenneth C. Denevitz*

Its: *President*

SCHEDULE I

Haden Trademark List

HSC Trademark List

Revised Date: 4/22/02

Rockwell Ref No	Description	Assignor	Country Filing	File Date	Serial Number	Issue Date	Trademark Number	Renewal Date	Reference
X508	DnPure R	HMH	Australia	11/15/39			A510,367	Renewal due 05/10/06	?
X255	DnPure R	HMH	Benelux	05/10/89			464,818	Renewal due 05/10/09	?
TM557 BR	DnPure R	HDI	Brazil	09/05/89	815,128,410	10/29/91	815,128,410	Renewed	Niro, Scavone
X383	DnPure R	HMH	France	05/17/89			1,591,940	Renewal due 05/17/99	?
X406	DnPure R	HMH	Germany	05/12/89			1,163,186	Renewal due 05/12/09	?
R122	DnPure R	HMH	Great Britain	04/18/89			B1381693	Renewal due 04/18/2006	?
X384	DnPure R	HDI	Italy	05/12/89			565,360	Renewal due 05/12/2009	?
X524	DnPure R (Roman Script)	HMH	Japan	08/21/89			2,462,290	Renewal due 03/31/2002	?
X502	DnPure R (Katakana Script)	HMH	Japan	08/21/89			2,462,291	Renewal due 03/31/2002	?
X450	DnPure R	HMH	Spain	05/31/89			1,502,595	Renewal due 05/31/09	?
X448	DnPure R	HMH	Sweden	05/10/89			222,633	Renewal due 04/12/2011	?
TM1061 AR	Dnysys R	HDI	Argentina	02/28/72	1,969,004	01/09/96	1,587,699	Renewal due 01/2006 Originally Registered 4/8/65 as #11292648	Niro, Scavone
S832	Dnysys R	HMH	Australia	09/14/66			A204,975	Renewal due 09/14/2001 Class 7	?
S833	Dnysys R	HMH	Australia	09/14/66			A204,974	Renewal due 09/14/2001 Class 11	?
TM1061 BR	Dnysys R	HDI	Brazil	03/24/72		10/25/75	0,614,829	Renewal due between 10/25/04 & 10/25/05	Niro, Scavone
S857	Dnysys R	HMH	Germany	03/15/60			777,267	Renewal due 03/15/2010	?
V890	Dnysys R	HMH	Great Britain	02/25/24			445,691	Renewal due 02/25/2008 7, 11 Sprayguns	?
V889	Dnysys R	HMH	Great Britain	02/25/24			445,692	Renewal due 02/25/2008 Treating liquids	?
S822	Dnysys R	HMH	Great Britain	01/18/60			800,483	Renewal due 01/18/2005 7 Air purifying apparatus	?
S821	Dnysys R	HMH	Great Britain	01/18/60			800,484	Renewal due 01/18/2005 11 Air purifying apparatus	?
S861	Dnysys R	HMH	Hungary	11/23/76			119,221	Renewal due 11/23/2006	?
S864	Dnysys R	HDI	India	11/29/62			212,529	Renewal due 11/29/2004 Class 7	?
S863	Dnysys R	HDI	India	11/29/62			212,530	Renewal due 11/29/2004 Class 11	?
S862	Dnysys R	Carrier Dnysys	India	08/25/65			231,044	Renewal due 08/28/2010	?
S893	Dnysys R	HMH	Russian Fed.	03/31/62			21,406	Renewal due 01/18/07	?
S881	Dnysys R	HMH	South Africa	02/02/60			60/0373	Renewal due 02/02/2004 Class 11	?
S882	Dnysys R	HMH	South Africa	02/02/60			60/0371	Renewal due 02/02/2004 Class 7	?
S890	Dnysys R	HMH	Sweden	02/17/60			91,159	Renewal due 12/30/2010	?

Haden Trademark List

HSC Trademark List

Revised Date: 4/22/02

Doc #	Ref #	Description	Country	File Date	Serial Number	Issue Date	Trademark Number	Renewal Date	Number of
	Q857	Dynaube R	Great Britain	01/29/81			1,147,816	Renewal due 01/29/2002	?
	S815	Ehnlair R	Great Britain	04/13/71			973,576	Renewal due 04/13/2006	?
	TM1063 BR	Electrodip R	Brazil	03/24/72	720,039,991	07/03/84	720,039,991	Renewal due 07/03/04	Niro, Scavone
	S816	Electrodip R	Great Britain	05/06/69			B942245	Renewal due 05/06/2004	?
	TM475 AR	Hydropac R	Argentina		1,692,016	10/30/92	1,407,523	Renewal 10/30/2002	Niro, Scavone
	V497	Hydropac R	Australia	07/29/86			A449,294	Renewal due 07/29/2007	?
	X264	Hydropac R	Benelux	05/10/89			464,819	Renewal due 05/10/09	?
	X355	Hydropac R	France	05/17/89			1,591,939	Renewal due 05/17/09	?
	X407	Hydropac R	Germany	05/12/89			1,164,230	Renewal due 05/12/09	?
	S807	Hydropac R	Great Britain	08/30/78			B1100813	Renewal due 08/30/09	?
	X398	Hydropac R	HDI	05/12/89			565,361	Renewal due 05/12/2009	?
	V556	Hydropac R	New Zealand	07/30/86			B166858	Renewal due 07/30/2007	?
	X449	Hydropac R	Spain	05/31/89			1,502,596	Renewal due 05/31/09	?
	X447	Hydropac R	Sweden	05/10/89			222,634	Renewal due 04/12/2011	?
	TM475 ✓	Hydropac R	USA	11/16/79	73239875	01/19/82	1,186,417	Renewal due 01/2002	Niro, Scavone
	S829	Hydrospirin R	Australia	03/22/74			A277,070	Renewal due April 2009 Class	?
	S830	Hydrospirin R	Australia	03/22/74			A277,069	Renewal due April 2009 Class	?
	S831	Hydrospirin R	Australia	03/22/74			A277,068	Renewal due April 2009 Class	?
	TM474 BR	Hydrospirin R	Brazil	05/30/72	006,149,510	10/25/75	0,614,951	Renewal due 02/2005	Niro, Scavone
	S840	Hydrospirin R	Canada	04/04/74			206,396	Renewal due 04/11/2005	?
	S820	Hydrospirin R	Great Britain	05/18/67			909,593	Renewal due 05/18/2002 Class	?
	S817	Hydrospirin R	Great Britain	04/23/68			924,045	Renewal due 04/23/2003 Class	?
	S819	Hydrospirin R	Great Britain	04/23/68			924,046	Renewal due 04/23/2003 Class	?
	S818	Hydrospirin R	Great Britain	04/23/68			924,047	Renewal due 04/23/2003 Class	?
	S869	Hydrospirin R	Japan	03/06/69			1,289,015	Renewal due February 2009	?
	S880	Hydrospirin R	New Zealand	03/13/74			107,547	Renewal due March 2009	?
	S879	Hydrospirin R	New Zealand	03/13/74			8,107,548	Renewal due March 2009	?
	S878	Hydrospirin R	New Zealand	03/13/74			107,549	Renewal due March 2009	?
	TM474 ✓	Hydrospirin R	USA	11/16/79	73239876	01/19/82	1,186,391	Incontestable Renewal due 01/2002	Niro, Scavone

Haden Trademark List

HSC Trademark List

Revised Date: 4/22/02

Doc# or Ref#	Description	Assigned	Country File	File Date	Serial Number	Issue Date	Trademark Number	Renewal Note	Maintenance
TM1064 AR	King R	HDI	Argentina	07/22/82	1,964,471	09/29/95	1577219	Renewal due 9/29/05. Mark originally registered 3/12/85 as Reg. No. 1117075.	Niro, Scavone ?
S168	King R	HMH	Great Britain	08/26/80			1,139,337	Renewal due 08/26/2001	?
X664	King R	HMH	France	04/27/79			1,537,965	Renewal due 10/30/08	?
Q416	Monorover R	HMH	Great Britain	12/13/83			1,208,965	Renewal due 12/13/2004	?
Q415	Monorover & Device R	HMH	Greta Britain	12/13/83			1,208,966	Renewal due 12/13/2004	?
TM476 CA	Project Responsibility Concept R	HMC	Canada	10/18/84	530,160	09/19/86	318,682	Renewal due 9/19/01	Niro, Scavone
TM476	Project Responsibility Concept R	HMC	USA	04/16/84	73475,827	06/25/85	1,345,254	Renewal due 06/2005	Niro, Scavone
S161	Solvool R	HMH	Great Britain	11/21/80			B1144358	Renewal due 11/21/2001	?
S806	Sublug R	HMH	Great Britain	08/14/80			B1138803	Renewal due 08/14/2001	?
TM1062 BR	Thermolume R	HDI	Brazil	03/24/72	007,000,340	10/10/77	007,000,340	Renewal paid 11/95	Niro, Scavone
S814	Thermolume R	HMH	Great Britain	04/13/71			B973577	Renewal due 04/13/2006	?
TRADEMARKS FOR HADEN/BEST:									
	AirRadiant R	TEC	USA				1,709,300		TEC
	BestBurner R	TEC	USA				1,794,490		TEC
	RadianWall R	TEC	USA				1,684,829		TEC
	TEC R	TEC	USA				1,750,564		TEC
	Turbulator R	TEC	USA				1,366,552		TEC

HSC Patent List

Note that this file contains multiple sheets!

Patent No.	Description	Inventor	Assignee	Country File	Serial Number	Issue Date	File Date	Exp. Date	Patent Number	Renewal Status / Maintenance
7-061	Low velocity air seal	J. Johnson	HSC	Germany				2007	3,762,066-5-08	Page White & Farrer HDI UK (Yardley ofc) no file here
	Process and system for elimination of paint solvent vapors (Booth energy recovery system with heat exchangers and solvent)		HSC	Canada	405116	05/20/86	06/14/82	2002	1,204,659	
	Wet scrubber apparatus and paint spraybooth in combination with wet scrubber apparatus (Hydrospin V)	J. Johnson, A. Slater, K. West	HSC	Great Britain, France, Spain	90301454	08/17/94	02/12/90	2012	0,415,511	Page White & Farrer HDI UK (Yardley ofc)
	Wet scrubber apparatus and paint spraybooth in combination with wet scrubber apparatus (Hydrospin IV) (Avi Cleaning apparatus)	J. Johnson, A. Slater, K. West	HSC	Germany	90301454	08/17/94	02/12/90	2012	69011599,7-0	Page White & Farrer HDI UK (Yardley ofc)
	Wet scrubber apparatus and paint spraybooth in combination with wet scrubber apparatus (Hydrospin IV) (Avi Cleaning apparatus)	J. Johnson, A. Slater, K. West	HSC	Japan	148440/90		06/06/90	2006	2,124,217	Page White & Farrer HDI UK (Yardley ofc)
	Incrinerator - Heater system (Schweitzer Thermofume System)	Carthew	SIC	France	8019622	06/30/86	09/11/80	2006	8,019,622	No file here
	Incrinerator - Heater system (Schweitzer Thermofume System)	Carthew	SIC	Canada	3577713	10/05/82	08/06/80	2002	1,132,851	NSHN No annuities due
	Improved paint spraybooth with flooded floor	Donahue	SIC	Canada	360473	06/21/83	09/18/80	2003	1,148,349	NSHN
	Method and apparatus for applying paint (Hydrospin III)	J. Johnson, S. Rothon, A. Slater	HSC	USA	795856	11/10/87	11/07/85	2005	4,704,952	NSHN All annuities paid
	Method and apparatus for applying paint (Hydrospin III)	J. Johnson, S. Rothon, A. Slater	HSC	Canada	510572	05/02/89	06/02/86	2006	1,253,433	NSHN
	Method and apparatus for applying paint (Hydrospin III)	J. Johnson, S. Rothon, A. Slater	HSC	Japan	263618/1986	11/06/96	11/05/86	2006	2,106,239	NSHN
	Low velocity air seal	M. Carthew J. Johnson	HSC	Canada	535650	04/07/92	04/27/87	2007	1,298,585	NSHN
	Low velocity air seal	J. Johnson	HSC	Great Britain, France	87303820.2	03/28/90	04/29/87	2015	0,255,200	Page White & Farrer HDI UK (Yardley ofc)
	Method and apparatus for treating waste paint sludge (Treating wastes - DryPure)	J. Johnson, A. Slater		Brazil	PI88015297	8/26/1997	3/30/1988		PI88015297	NSHN
	Method and apparatus for treating waste paint sludge (Treating wastes - DryPure)	J. Johnson, A. Slater	HSC	USA	07/202838	12/25/90	06/03/88	2008	4,980,030	NSHN Last annuity due 6/25/2002
	Method and apparatus for treating waste paint sludge (Treating wastes - DryPure)	J. Johnson, A. Slater	HSC	Canada	538636	02/08/94	06/02/87	2009	1,326,937	NSHN
	Method and apparatus for treating waste paint sludge (Treating wastes - DryPure)	J. Johnson, A. Slater	HSC	Brazil	PI89025334	8/25/98	6/2/89		PI89025334	NSHN
	Method and apparatus for treating waste paint sludge (Treating wastes - DryPure II)		HSC	Japan	140941/89		06/02/89	NOV. 2007	2,108,647	Page White & Farrer HDI UK (Yardley ofc)

TRADEMARK

REEL: 002493 FRAME: 0428

HSC Patent List

Note that this file contains multiple sheets!

Patent #	Description	Inventor	Assignee	Country/Files	Serial Number	Issue Date	File Date	Exp. Date	Patent Number	Renewal Status/Maintenance
3	Sludge processing (Haden/Denver Equipment was Joy Technologies)	Erdman, Johnson, Levad		USA	07/007156	06/14/88	01/27/87	2007	4,750,274	NSHN All annuities paid
2 EPA	Apparatus for measuring and controlling fluid flow across a boundary (Spraybooth air balance controller)	J. Johnson	HSC	Great Britain, France, Sweden	893094847	03/10/93	09/19/89	2013	0,389,709	Page White & Farrer HDI UK (Yardley ofc)
2 EPA	Apparatus for measuring and controlling fluid flow across a boundary (Spraybooth air balance controller)	J. Johnson	HSC	Germany			09/19/89	2013	66,905,330.4-08	Page White & Farrer HDI UK (Yardley ofc)
5	Wet scrubber apparatus and paint spraybooth in combination with wet scrubber apparatus (Hydrosplin IV) (Avi Cleaning apparatus)	J. Johnson, A. Slater, K. West	HSC	USA	07/402217	06/04/91	08/31/89	2009	5,020,470	NSHN Next annuity due 12/4/02 - Final
9	Integrated paint spraybooth and air conditioning system and process	J. Johnson, D. St. Louis	HSC	USA	08/507,930	5/5/98	7/27/95	2015	5,746,650	NSHN 1st annuity due 11/5/01
12	Contaminant shield	R. Schmidt, D. St. Louis	HSC	USA	08/148894	01/24/95	11/08/93	2013	5,383,312	NSHN Next annuity due 7/24/02
16	Microwave sludge drier - process	D. St. Louis	HSC	USA	8371123	9/21/99	6/11/95	2016	5,954,970	NSHN 1st annuity due 03/21/03

Patents Licensed from Nordson:

5,078,084
5,153,028
5,700,323
5,743,958
6,071,558

TEC Patent List (assigned to HSC)

Ref. No.	Description	Class	Country/Files	Serial Number	Issue Date	File Date	Exp. Date	Patent Number	Renewal/Notes
1-1-001	RadiantWall oven and process of drying coated objects (curved RadiantWall oven)	Best	USA	06/519859	10/15/85	08/03/83	2003	4,546,553	
1-2-014	Apparatus and process for generating radiant energy (self incinerating radiant ductwork)	Best	Spain	90200115.5	01/02/94	01/16/90	2010	2,046,667	
3RE	Radiant Wall Oven and Process of Drying Coated	Best	USA	90002280	04/13/93	02/11/91		B14546553	
7 CA	High turbulence heat transfer oven	Best	Canada	337590	02/22/83	10/15/79	2002	1,141,534	
7DIVCA	High turbulence heat transfer oven	Best	Canada	418716	06/24/84	12/29/82		1,160,830	
7DIVZCA	High turbulence heat transfer oven	Best	Canada	444252	05/21/85	12/23/83		1,187,281	
3	Convection stabilized radiant oven (AirRadiant Ovens)	Best	USA	07/007898	11/22/88	07/08/87	2007	4,785,552	
3 AU	Apparatus and process for generating radiant energy (self incinerating radiant ductwork)	Best	Australia	49173/90	02/06/90	02/06/90	2010	0,631,177	
79 CA	High turbulence heat transfer oven	Best	Canada	1141534	02/22/83		2000	1,141,534	
9 CA	Apparatus and process for generating radiant energy (self incinerating radiant ductwork)	Best	Canada	2005416	04/30/96	12/13/89	2009	2,005,416	
9 CIP	Apparatus and process for generating radiant energy (self incinerating radiant ductwork)	Best	USA	07702109	07/27/93	05/15/91	2011	5,230,161	
9 EPA	Apparatus and process for generating radiant energy (self incinerating radiant ductwork)	Best	UK, Sweden, Italy, Spain, France, Germany, Belgium	07850111	09/08/93	03/10/92	2010	5,363,567	
9 JA	Apparatus and process for generating radiant energy (self incinerating radiant ductwork)	Best	Japan	90200115.5	09/08/93	01/16/90	2010	0,390,231 B1	Abandoned Netherlands
0	High efficiency linear gas burner assembly (BestBurner)	Best	USA	2-49656/90	12/08/95	03/02/90	2010	1,995,802	
0 AU	High efficiency linear gas burner assembly (BestBurner)	Best	Australia	647173	11/05/91	01/24/89	2009	5,062,788	Last annuity due 05/05/03
0 CA	High efficiency linear gas burner assembly (BestBurner)	Best	Canada	47629/90	03/19/93	01/03/90	2010	0,631,391	
0 EPA	High efficiency linear gas burner assembly (BestBurner)	Best	UK, France, Spain, Italy, Sweden, Belgium, Germany	2005415	03/07/94	12/13/89	2009	2,005,415	
0 JA	High efficiency linear gas burner assembly (BestBurner)	Best	Japan	90200046.2	07/20/94	01/05/90	2010	0,378,272	Abandoned Netherlands
2	Radiant Oven	Best	USA	165790	11/26/93	01/10/90	2010	1,804,039	
1	RadiantWall oven and process for generating infrared radiation having a non-uniform emission distribution	Best	USA	519859	10/15/85	08/03/83		4,546,553	All annuities paid
1 AU	RadiantWall oven and process for generating infrared radiation having a non-uniform emission distribution	Best	USA	08/039,928	01/21/97	03/29/93	2013	5,594,999	Next annuity due 07/21/04
1 CA	RadiantWall oven and process for generating infrared radiation having a non-uniform emission distribution	Best	Australia	52212/93	12/7/93	03/29/94	2014	0,678,777	
1 JA	RadiantWall oven and process for generating infrared radiation having a non-uniform emission distribution	Best	Canada	1411808	04/20/99	03/03/94	2014	2,116,906	Expires March 3, 2014
1 KO	RadiantWall oven and process for generating infrared radiation having a non-uniform emission distribution	Best	Japan	6-58830	01/97	11/30/93	2013	2,107,419	
	RadiantWall oven and process for generating infrared radiation having a non-uniform emission distribution	Best	Korea	6200/1994	6/11/98	3/29/94	2014	150,053	Expiration is 16 yrs from issue date

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Prospective Patents

No.	Inventor's Name, Residing In	Application Date Logged	Inventor's Office	Attorney/Referral to Counsel	Status, Notes	Serial No.	Date of W/R Patent's Office	Patent Issued	Patent Issued
103 JA	Sludge processing (Haden/Denver Equipment was Joy Technologies)		Eidman, Johnson, Levad		Pending (Japan patent)	197229/87	08/06/87		
29 EPA	Integrated paint spraybooth and air conditioning system and process	93003 EPA - 05/10/93	D. St. Louis, J. Johnson	09/28/93	Excludes Denmark, Greece, Liechtenstein and Monaco (Pending 4/4/01)	96,650,029.0			
29 CA	Integrated paint spraybooth and air conditioning system and process	93003 CA - 05/10/93	D. St. Louis, J. Johnson	09/28/93	02-04-97: Letter from NSHN confirming that we will delay requesting examination in Canada (Pending 4/4/01).	2,181,511			
2033	Spraybooth paint reclamation apparatus and method	93007 - 08/15/93	A. Slater, D. St. Louis, J. Johnson	11/28/94	Pending - 4/4/01	08/508,308	07/27/95		
133 CA	Spraybooth paint reclamation apparatus and method	93007 CA - 08/15/93	A. Slater, D. St. Louis, J. Johnson	11/28/94	02-04-97: Letter from NSHN confirming that we will delay requesting examination in Canada (Pending 4/4/01).	2,181,509			
229 CA	Method for processing paint sludge	(95012)	D. St. Louis		Pending	2230505	2/5/98		
29 EPA	Method for processing paint sludge	(95012)	D. St. Louis	02/10/98	Includes Germany, Spain, France, UK, Italy, The Netherlands (Pending-as of 4/4/01)	08/815,689	03/12/98		
229 JA	Method for processing paint sludge	(95012)	D. St. Louis	02/10/98	Pending (as of 4/4/01)		03/12/98		
	PanelPlus, Spraybooth Wall, Method of Construction	97015 - 05/01/97	D. St. Louis	05/02/97					
	Foamed Panel Plenum	97018 - 05/18/97	D. St. Louis	06/18/97					
110 EP	Method for Applying Powder Paint	98020 - 01/05/98	J. Joyce	01/06/98	Pending	996500278	03/19/99		
101VCPA	Method and Apparatus for Applying Multi-color Powder		J. Joyce		Pending	9290110	04/12/99		

TRADEMARK

REEL: 002493 FRAME: 0431

RECORDED: 04/24/2002