

05-02-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MWD
4-10-00

APR 10

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name ELMAGCO, INC.

03 06 2000

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving

Mark if additional names of receiving parties

Name Comerica Bank - Texas

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1601 Elm Street

Address (line 2) _____

Address (line 3) Dallas TX/USA 75201
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other State Banking Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Texas

FOR OFFICE USE ONLY

05/02/2000 JSHARAZZ 00000206 75114578

01 FC:481 60.00 HP
02 FC:482 25.00 HP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002062 FRAME: 0781

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/114,578"/>	<input type="text" value="75/446,448"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Marc A. Hubbard

Name of Person Signing

Signature

4/5/2000

Date Signed

SCHEDULE 1

LIST OF U.S. TRADEMARKS

<u>U.S. Trademark No.</u>	<u>Trademark</u>	<u>Issued</u>	<u>Expires</u>
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US TRADEMARK PENDING

<u>No.</u>	<u>Trademark</u>	<u>Date</u>
75/114,578	"Elmagco"	02/22/96
75/446,488	"Thyrig"	03/09/98

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into as of the 6th day of ~~January~~^{March}, 2000, by and between **ELMAGCO, INC.**, a Delaware corporation ("Debtor") whose address for notices hereunder is 777 Post Oak Blvd., 8th Floor, Houston, Texas, 77056, and **COMERICA BANK- TEXAS** ("Secured Party") whose address for notice is 1601 Elm Street, Dallas, Texas 75201 in its capacity as agent under the Loan Agreement (as amended, restated and supplemented from time to time, the "Loan Agreement") dated as of October 28, 1998 among Debtor, Secured Party and each of the financial institutions which are signatories thereto or which may become a party thereto from time to time.

RECITALS:

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is or will be a party to Licenses granted under each Trademark listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Debtor and Secured Party, Debtor has granted to Secured Party a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and Licenses (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a continuing security interest in all right, title and interest of Debtor in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) all Trademarks including, without limitation, each Trademark listed on Schedule 1 annexed hereto, together with all reissues, continuations, divisions, renewals, modifications, substitutions, reexaminations, or extensions and foreign counterparts thereof;
- (2) all Licenses granted under each Trademark listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark listed on Schedule 1 annexed hereto, and any License granted under any Trademark listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with, but not limited by, the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing lien and security interest in the Trademark 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 WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the 6th of ~~January, 2000~~ March, 2000.

DEBTOR:

ELMAGCO, INC.

By: [Signature]
Name: Larry H. Ramming
Title: Chairman and CEO

SECURED PARTY:

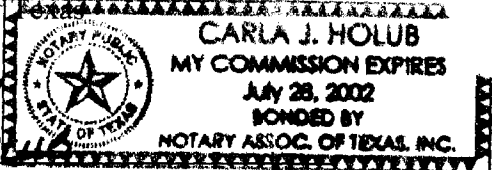
COMERICA BANK- TEXAS

By: [Signature]
Name: ANNE SUZAN
Title: VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6th day of MARCH, 2000, by LARRY H. RAMMING, the Chairman, CEO of Elmagco, Inc., a Delaware corporation, on behalf of said corporation.

My Commission Expires:
07-28-2002

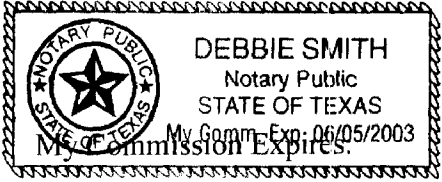
[Signature]
Notary Public, State of Texas
Notary's Name Printed CARLA J. HOLUB


STATE OF TEXAS

§
§
§

COUNTY OF Texas

Carrie Hale, the VP of Comerica Bank-Texas, acknowledged before me on the 30th day of March, 2000, by



Debbie Smith
Notary Public, State of Texas

Notary's Name Printed:

J:\219\590\sa-trmk-elmagco.doc