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04-04-2000
U.S. Patent & TMOrc/TM Mail Rcpt Dt. #11

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

1140
4.4.00

RECORDATI
TRAD

05-04-2000

TO: The Commissioner of Patents and Trademarks

101344758

ment(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
- Security Agreement
- Merger
- Change of Name
- Other: _____
- License
- Nunc Pro Tunc Assignment
Effective Date: _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date:

Name: Fulton Bellows & Components, Inc.

March 14, 2000

Formerly: _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other: _____

Citizenship / State of Incorporation / Organization: Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name: American Capital Strategies, Ltd.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 3 Bethesda Metro Center

Address (line 2): Suite 860

Address (line 3): Bethesda MD 20814
City State / Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other: _____

If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

Citizenship / State of Incorporation / Organization: Delaware

05/03/2000 DNGUYEN 00000196 012510 642323

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 25.00 CH

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

TRADEMARK
REEL: 002065 FRAME: 0617

Domestic Representative (for the first Receiving Party Only)

Name: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

Address (line 4): _____

Correspondent Name and Address (for the first Receiving Party Only)

Name: Ashlie Muss-Hegerle

Address (line 1): ARNOLD & PORTER

Address (line 2): 555 12th Street N.W.

Address (line 3): Suite 1231

Address (line 4): Washington, DC 20004-1202

Pages Enter the total number of pages of the attached conveyance document including any attachments: 15

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)

642,323

717,556

Number of Properties Enter the total number of properties involved: 2

Fee Amount Fee Amount for Properties Listed (37 C.F.R. 3.41) \$65.00

Method of Payment Enclosed Deposit Account

Deposit Account Number: 01-2510

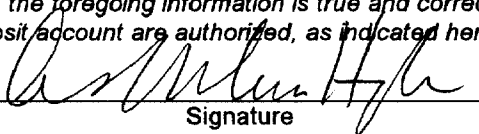
Authorization to charge additional fees: Yes No

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.

Ashlie Muss-Hegerle

Name of Person Signing



Signature

3-31-00

Date Signed

SCHEDULE A

Patents and Patent Applications

<u>Patents</u>	<u>Country</u>	<u>Patent No.</u>	<u>Date Iss.</u>	<u>Inventor</u>
Intermittent Patient Suction System, Self-Contained Control Device Therefor and Methods of Making the Same	US	US5014236	05/14/1991	Jay Lewis
Intermittent Patient Suction System, Self-Contained Control	US	US5125901	06/30/1992	Jay Lewis
Bellows Actuator for Condition Responsive Control Device and Method of Making the Same	JP	JP6-193612* * Pending Application	07/15/1994* * Filing Date	Richard Turner

SCHEDULE B

Service Marks, Trademarks, Trademark or Service Mark Registrations and Applications,
Trade Names, Copyrights, Copyright Registrations and Applications

<u>Mark</u>	<u>Country of Reg.</u>	<u>Int'l Class</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Power-Pill	US	9	642,323	03/05/1957
Formflex	US		717,556	06/27/1961
Formweld	No current registration - Common Law Rights			
Fulton	No current registration - Common Law Rights			
Sylphon	No current registration - Common Law Rights			
Fulton-Sylphon	No current registration - Common Law Rights			
Power-Pill	CA		109,069	01/10/1958
Power-Pill	FR	9	1,663,188	05/22/1991
Power-Pill	GB	9	760,785	05/24/1996
Power-Pill	SE	9	82,602	05/17/1987
Power-Pill	VEN	(26)*	39,135-F	11/22/1995
Power-Pill	FR		1,182,608	09/24/1981
Power-Pill	JP		557.862	10/15/1990

SCHEDULE C

License Agreements

"Trademark and Trade Name Agreement" by and between Invensys plc. and Cooper Tire and Rubber Company.

Additional Licenses:

<u>CONTRACTOR</u>	<u>LICENSES</u>	<u>WHOSE NAME IS IT IN?</u>	<u>IS IT TRANSFERABLE?</u>
Arthur Anderson	MAC-PAC	Robertshaw Controls Co. TN Division	Yes, upon receipt and acceptance of letter by Arthur Anderson
Sterling Commerce	Gentran	Siebe Automotive	Yes, upon receipt and acceptance of letter by Sterling
Future Three	Automotive Release & Shipping	Siebe Automotive	Amendment to contract required
Gary Brown & Assoc.	FAMS, PAMS, & LAMS	Siebe Automotive/Robertshaw	\$250 Transfer Fee per Module (\$750)
Demand Mgmt. Inc.	Demand Solutions	Robertshaw TN	Yes, but prior written consent required
Prodata	DBU Software	Siebe Automotive	No, new license required Cost \$1,995
Jim Sloan, Inc.	TAATools	Robertshaw TN	No
Novell	Groupwise Licenses	Siebe Automotive North America	Yes, upon acceptance of form 1357 by Novell
Microsoft	Microsoft Office Licenses	Siebe Automotive North America	Yes, upon receipt and acceptance of letter by Microsoft
Microsoft	Windows/95 Licenses	Robertshaw TN	Yes, upon receipt and acceptance of letter by Microsoft
TCSI	Novell 4.1.1 Licenses	Robertshaw Controls TN Div.	Yes, upon acceptance of Form 1357 by Novell

<u>CONTRACTOR</u>	<u>LICENSES</u>	<u>WHOSE NAME IS IT IN?</u>	<u>IS IT TRANSFERABLE?</u>
D.C. Software	Arctools (license for 20 years)	Robertshaw Tennessee	Transfer requires prior written consent; e-mail to Dave Shea at dshea@arctools.com required
Optio Software	Forms Express	Robertshaw Tennessee	Yes, upon receipt and acceptance of letter by Optio
Tangent Group	Surpass	Robertshaw Controls	Yes, upon receipt and acceptance of letter by Tangent
Help Systems	Robot Solutions Software	Robertshaw TN	Yes, upon receipt and acceptance of letter by Tangent
DPSI	CMMS Maint. Sfwe.	Robertshaw Controls	Yes, small transfer fee. Chking on amt.
Computer Assoc.	Arcserve	Robershaw Controls	Yes, upon notification of and acceptance by Computer Associates and receipt of new customer number
Computer Assoc.	Inoculate IT	Robertshaw Controls	Yes, upon notification of and acceptance by Computer Associates and receipt of new customer number

<u>CONTRACTOR</u>	<u>PRODUCT/ LICENSES</u>	<u>LENGTH OF CONTRACT</u>	<u>WHOSE NAME IS IT IN?</u>	<u>IS IT TRANSFERABLE ?</u>
IBM	Hardware Maint.	Annual	Robertshaw Controls/Roberts haw TN Inc.	Yes, upon receipt and acceptance of letter by IBM
IBM	Software Maint.	Annual	Robertshaw Controls Co.	Yes, upon receipt and acceptance of letter by IBM
More Solutions Inc.	NCTP Tape Drive	2 Years to start, annually thereafter	Robertshaw Controls Co.	Yes, upon receipt and acceptance of letter by More Solutions
TDCI	MAC-PAC Maint.	Annual	Robertshaw Controls Co. TN Division	Yes, upon receipt and acceptance of letter by TDCI
Leibert Global Services	UPS Maint.	3 Yr. Contract	Robertshaw TN	Yes, upon receipt and acceptance of letter by Leibert
Sunguard	Disaster Recovery	Ongoing - 3M cancellation notice	Robertshaw TN	With consent of Sunguard
Datasafe	Offsite tape storage	Annual, can cancel on 60 days notice	Siebe Automotive -Robertshaw TN Division	Yes, upon receipt and acceptance of form by Datasafe
ATS	Phone System Maint.	Annual	Robertshaw Controls	Yes, upon receipt and acceptance of form by ATS
Sterling Commerce	Gentran Maint.	Annual	Siebe Automotive	Yes, upon receipt and acceptance of letter by Sterling
Future Three	EDI Maint.	Annual	Siebe Automotive	Yes, upon receipt and acceptance of letter by Future Three
Gary Brown & Assoc.	FAMS, PAMS, & LAMS Maint.	Annual	Siebe Automotive- Robertshaw	Yes, upon receipt and acceptance of letter by Gary Brown
Demand Mgmt. Inc.	Demand Solutions Maint.	Annual	Robertshaw TN	Yes, upon receipt and acceptance of letter by Demand Mgmt.

<u>CONTRACTOR</u>	<u>PRODUCT/ LICENSES</u>	<u>LENGTH OF CONTRACT</u>	<u>WHOSE NAME IS IT IN?</u>	<u>IS IT TRANSFERABLE ?</u>
Prodata	DBU Sfwe. Maint.	Annual	Siebe Automotive	New license required
Jim Sloan, Inc.	TAA Tools	Annual	Robertshaw TN	No
Optio Software	Forms Express Maint.	Annual	Robertshaw TN	Yes, upon receipt and acceptance of letter by Optio
Tangent Group	Surpass Maint.	Annual	Robertshaw Controls	Yes, upon receipt and acceptance of letter by Tangent
Intermec	Bar Code Reader Maint.	Annual	Robertshaw Controls Co.	Yes, upon receipt and acceptance of form by Intermec
Help Systems	Robot Solutions Software Maint.	Annual	Robertshaw TN	Yes, upon receipt and acceptance of form by Help Systems
NetStar Communications	Internet Services	Monthly	Siebe Automotive/Robe rtshaw	Yes, upon receipt and acceptance of form by NetStar
BellSouth	T1 for Internet Svcs.	2 Yr. Contract	Siebe Automotive/Robe rtshaw	Yes, upon receipt and acceptance of letter by BellSouth
J-Comm	EDI Back-up	On-going	Robertshaw TN	Yes, upon receipt and acceptance of letter by J-Comm
DPSI	CMMS Maintenance Software Maint.	Annual	Robertshaw Controls	With consent; small transfer fee required
ADP	Payroll Software	Monthly	Robertshaw Controls TN Div.	Yes, upon receipt and acceptance of letter by ADP
X Point	Forms Xpress Design Station PC Xpress	Annual (Perpetual)	Robertshaw TN	No
DC Software	Arc Tools	20 years; began April 1997	Robertshaw TN	Transfer requires prior written consent of DC Software

**COLLATERAL PATENT,
TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT (this "Assignment") made as of March 14, 2000, by **FULTON BELLOWS & COMPONENTS, INC.**, a Delaware corporation (the "Assignor"), to **AMERICAN CAPITAL STRATEGIES, LTD.**, a Delaware corporation (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee have entered into a Credit and Note and Equity Purchase Agreement dated as of even date herewith (the "Purchase Agreement") pursuant to which Assignee has agreed, among other things, to (i) make certain revolving loans in an aggregate amount of up to \$2,500,000 to Assignor, evidenced by that certain Revolving Note in the original principal amount of \$2,500,000 (the "Revolving Note"); (ii) purchase certain senior notes of Assignor in the aggregate original principal amount of up to \$11,000,000 (the "Senior Notes"); and (iii) purchase certain senior subordinated notes of Assignor in the aggregate original principal amount of up to \$8,000,000 (the "Subordinated Notes") (the Revolving Note, the Senior Notes and the Subordinated Notes are collectively referred to as the "Notes");

WHEREAS, in order to induce Assignee to make the loans evidenced by the Revolving Note and purchase the Notes, and in consideration therefor, Assignor has agreed to grant to Assignee a perfected lien on and security interest in all of Assignor's assets and properties, whether now or hereafter existing, owned or acquired all pursuant to the terms of this Agreement; and

WHEREAS, it is a condition to the effectiveness of the Purchase Agreement and any extensions of credit to or for the benefit of the Assignor thereunder that, among other things, Assignor execute and deliver to Assignee this Assignment.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Purchase Agreement shall have the meanings ascribed to them therein.

2. Collateral Assignment of Patents, Trademarks, Copyrights and Licenses. To secure (i) the due and punctual payment of (A) the principal and interest

(including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on each of the Notes, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (B) all other monetary obligations, including but not limited to, fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding regardless of whether allowed or allowable in such proceeding), of Assignor under the Purchase Agreement (other than under Sections 9, 10 and 11 thereof), any of the Notes, this Agreement, or any of the other Security Documents (as defined in the Purchase Agreement), and (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Assignor under or pursuant to the Purchase Agreement, the Notes or this Agreement (collectively, the "Obligations"), the Assignor hereby mortgages, pledges and assigns to Assignee, as and by way of a mortgage and security interest having priority over all other security interests with power of sale upon the occurrence of an Event of Default, and grants Assignee a security interest in, all of Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable to Assignor under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable to Assignor with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually

and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Assignor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights, whether Assignor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which Assignor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such collateral assignment or grant of a security interest; provided further, however, that, upon Assignee's request, Assignor will use its best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. **Restrictions on Future Agreements.** Assignor agrees and covenants that until the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees and covenants that without Assignee's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action that would impair the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Assignor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Assignee thereto.

4. **Certain Covenants, Representations and Warranties of Assignor.** Assignor covenants, represents and warrants (to the best of Assignor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Assignor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Assignor's knowledge, are not currently being challenged in any way; (ii) none of the Patents,

Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Assignor is unaware of any invalidating prior act (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Assignor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Assignor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, and/or Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Assignor, in each case except for (A) rights granted by Assignor or other third parties pursuant to the applicable licenses listed on Schedule C, (B) Liens and encumbrances in favor of Assignee pursuant to this Agreement or the other Purchase Documents, and (C) Liens and encumbrances otherwise permitted under the Purchase Agreement; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B and C, respectively, constitute all such items in which Assignor has any right, title or interest; (vii) Assignor has the unqualified right to enter into this Agreement and perform its terms; (viii) Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (ix) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto, and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment upon written notice to Assignor by noting any future Assignor acquired Patents, Marks, Copyrights on Schedule A or B and any Licenses and licensed Patents, Marks or Copyrights on Schedule C, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignor or rights of Assignee hereunder.

6. Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignor such smaller geographic

location if any is specified for Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Purchase Agreement.

7. **Grant of License to the Assignor.** Unless and until a Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to Assignor (but only to the extent the same was lawfully granted to Assignee by Assignor pursuant to this Agreement) the royalty-free, exclusive, nontransferable right and license for Assignor's own benefit and account and no other to use the Marks and all materials covered by the Copyrights, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell products conforming to the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7 without the prior written consent of Assignee. From and after the occurrence of an Event of Default and notice to such effect from the Assignee to the Assignor, Assignor's license with respect to the Patents, Marks, Copyrights and Licenses as set forth in this Section 7 shall terminate forthwith.

8. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default and notice by Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Marks consistent with the quality of products now manufactured by Assignor.

9. **Termination of the Assignor's Security Interest.** This Assignment is made for collateral purposes only. Upon repayment in full of the Notes and all other amounts due in connection therewith and termination of all commitments related thereto, the Patents, Marks, Copyrights and Licenses shall automatically revert to Assignor. Assignee shall, at Assignor's expense, execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in Assignor all right, title and interest in and to, title to the Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Purchase Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

10. **Duties of the Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and

any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) subject to Assignor's reasonable discretion, to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee.

11. Assignee's Right to Sue. From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Further Assurances. Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all papers (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may request, to evidence Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

16. Cumulative Remedies; Power of Attorney; Effect on Purchase Documents. All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Purchase Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence of an Event of Default, to (i) endorse Assignor's name on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee deems in good faith to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Purchase Agreement or any of the Purchase Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Assignor hereby releases the Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

18. Governing Law. This Assignment shall be deemed to have been executed and delivered in Bethesda, Maryland, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Maryland.

* * * * *

WITNESS the due execution hereof as of the date first above written.

FULTON BELLOWS & COMPONENTS, INC.

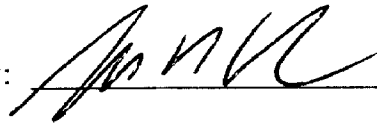
By: J. Randal Weaver
Title: Chairman

ACCEPTANCE

The undersigned, AMERICAN CAPITAL STRATEGIES, LTD., as aforesaid, accepts the foregoing Collateral Patent, Trademark, Copyright and License Assignment as of the 14th day of March, 2000, in Bethesda, Maryland.

**AMERICAN CAPITAL
STRATEGIES, LTD.**

By: _____



Name: John R. Erickson
Title: Vice President and Chief
Financial Officer