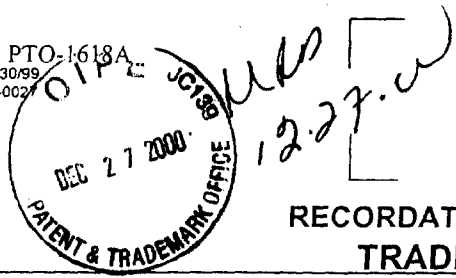


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-02-2001

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



101655214

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Specialty Piping Components, Inc.

12-04-00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name Bankers Trust Company, as Collateral Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) One Bankers Trust Plaza

Address (line 2) 130 Liberty Plaza

Address (line 3) New York

City

New York

State/Country

10006

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other _____

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 New York

FOR OFFICE USE ONLY

01/03/2001 NTHA11 00000222 2337597

01 FC:481

40.00 DP

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: 002261 FRAME: 0652

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2337597"/>	<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:

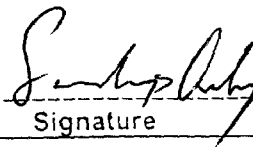
Yes

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.

Name of Person Signing


Signature

Date Signed

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Specialty Piping Components, Inc., a Texas corporation (the "Assignor") with principal offices at 550 Westcott, Suite 500, Houston, Texas, 77007, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of June 30, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 4 day of Dec., 2000.

Specialty Piping Components, Inc., Assignor

By 
Name: Donald F. Adam
Title: CEO

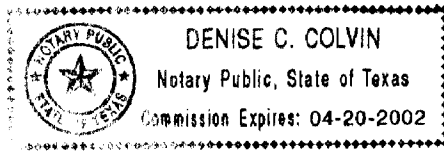
BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By 
Name:
Title: **KEITH C. BRAUN**
VICE PRESIDENT

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

STATE OF TEXAS)
COUNTY OF HARRIS

) SS.:
)

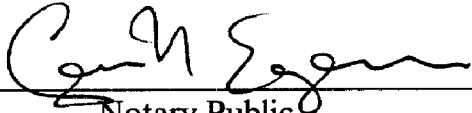


On this 4 day of December, 2000, before me personally came Donald
F Adam who, being by me duly sworn, did state as follows: that he is
C.F.O. of Specialty Piping Components, Inc., Inc., that he is authorized to execute
the foregoing Assignment on behalf of said corporation and that he did so by authority of the
Board of Directors of said corporation.

Denise C. Colvin
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 20th day of December, 2001, before me personally came Keith
Braun who, being by me duly sworn, did state as follows: that he is
Vice President of Bankers Trust Company that he is authorized to execute the foregoing
Assignment on behalf of said corporation and that he did so by authority of the Board of
Directors of said corporation.



Notary Public

SEAN N. EGGERAN
NOTARY PUBLIC, State of New York
No. 01-6022286
Qualified in New York County
Exp. 04/20/2004

SCHEDULE A

MARK

REG. NO.

REG. DATE

SPC

2,337,597

APRIL 4, 2000

PATENT

PATENT NO.

ISSUE DATE

BOOMERANG SHAPED
PILLOW AND COVER

D382,163

AUGUST 12,1997

THERMOGRAPHIC
ENDOSCOPE

5,445,157

AUGUST 29,1995