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U.S. Patent & TMO Form Mail Report

08-23-2001

U.S. DEPARTMENT OF COMMERCE
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Form PTO
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



Tab settings

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original documents or copy thereof.

To the Honorable Commissioner of P

1. Name of conveying party(ies):
Catholic Protection Services Company

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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: June 9, 2000

2. Name and address of receiving party(ies)

Name: Bank One, Michigan
Internal Address:

Street Address: 611 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) 1617436

Additional number(s) attached Yes No

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

Name: Marc A. Bergsman

Internal Address: Dickinson Wright PLLC
Suite 800

Street Address: 1901 L Street, N.W.

City: Washington State: D.C. Zip: 20036

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1061

(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.

Marc A. Bergsman
Name of Person Signing

Signature

August 8, 2001
Date

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

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

08/22/2001 6TON11 00000205 1617436

01 FC:481 40.00 OP
02 FC:482 125.00 OP

TRADEMARK
REEL: 002352 FRAME: 0916

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of June 9, 2000 by and between Corpro Companies, Inc., an Ohio corporation, ("Corpro"), each of its subsidiaries listed on the signature pages hereto (together with Corpro, the "Borrowers"), and Bank One, Michigan, in its capacity as collateral agent (the "Collateral Agent") for the secured parties referred to below.

PRELIMINARY STATEMENTS

1. Corpro, CSI Coating Systems Inc., Bank One, Michigan, as agent (the "Agent") and the lenders named therein (the "Lenders") are entering into an Amended and Restated Credit Agreement dated as of June __, 2000 (as it may be amended or modified from time to time, the "Credit Agreement"). The Borrowers other than Corpro are party to a Subsidiary Guaranty dated the date hereof (the "Subsidiary Guaranty") guarantying the obligations under the Credit Agreement. The Borrowers are entering into this Pledge and Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Lenders to enter into and extend credit to the borrowers under the Credit Agreement and to secure their obligations under the Credit Agreement and the Subsidiary Guaranty. In addition, certain of the Lenders have individually extended or may extend credit in the form of foreign currency loans to or foreign currency letters of credit for the benefit of the Borrowers or their Subsidiaries outside of the Credit Agreement, and the Lenders and the Borrowers have agreed that such obligations of the Borrowers or their Subsidiaries be equally and ratably secured with the obligations of the Borrower under the Credit Agreement.

2. Corpro has issued its 7.6% Senior Notes pursuant to the Note Purchase Agreement dated as of January 21, 1998 between Corpro and The Prudential Insurance Company of America, as amended and modified from time to time (the "Senior Note Agreement"). The Senior Note Agreement is being amended as of the date hereof and requires that the Noteholders be equally and ratably secured by any collateral granted to the Collateral Agent on behalf of the Lenders.

ACCORDINGLY, the Borrowers and the Collateral Agent, on behalf of the Lenders and the Noteholders, hereby agree as follows:

ARTICLE I

DEFINITIONS

- 1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.
- 1.2. Terms Defined in Michigan Uniform Commercial Code. Terms defined in the Michigan Uniform Commercial Code which are not otherwise defined in this Security Agreement are used herein as defined in the Michigan Uniform Commercial Code as in effect on the date hereof.
- 1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" means all rights to payment for goods sold or leased or services rendered by the Borrowers, whether or not earned by performance, together with all security interests or other security held by or granted to the Borrowers to secure such rights to payment.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Bank Obligations" means any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Agent or the Lenders in connection with the preparation, administration, collection or enforcement thereof and including the undrawn amount of any letters of credit outstanding for the account of Corpro or any of its Subsidiaries), of the Borrowers to the Collateral Agent, the Agent or any Lender or any branch, subsidiary or affiliate thereof, arising under or pursuant to this Security Agreement, the Credit Agreement and any promissory note or notes now or hereafter issued under the Credit Agreement.

"Chattel Paper" means any writing or group of writings which evidences both a monetary obligation and a security interest in or a lease of specific goods.

"Collateral" means all Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Investment Property, Instruments, Inventory, Stock Rights and Other Collateral, wherever located, in which any Borrower now has or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

"Control" shall have the meaning set forth in Article 8 of the Michigan Uniform Commercial Code as in effect from time to time.

"Default" means an event described in Section 5.1.

"Documents" means all documents of title and goods evidenced thereby, including without limitation all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

"Equipment" means all equipment, machinery, furniture and goods used or usable by any Borrower in its business and all other tangible personal property (other than Inventory), and all accessions and additions thereto, including, without limitation, all Fixtures.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Fixtures" means all goods which become so related to particular real estate that an interest in such goods arises under any real estate law applicable thereto, including, without limitation, all trade fixtures.

"General Intangibles" means all intangible personal property (other than Accounts) including, without limitation, all contract rights, rights to receive payments of money, choses in action, causes of action, judgments, tax refunds and tax refund claims, patents, trademarks, trade names, copyrights, licenses, franchises, computer programs, software, domain names, goodwill, customer and supplier contracts, interests in general or limited partnerships, joint ventures or limited liability companies, reversionary interests in pension and profit sharing

plans and reversionary, beneficial and residual interests in trusts, leasehold interests in real or personal property, rights to receive rentals of real or personal property and guarantee and indemnity claims.

"Intercreditor Agreement" means that certain Intercreditor and Collateral Agency Agreement dated the date hereof among the Lenders, the Noteholder and the Collateral Agent, as amended, modified or restated from time to time.

"Investment Property" means a security, whether certificated or uncertificated; a security entitlement; a securities account; a commodity contract; or a commodity account (all as defined in the Michigan Uniform Commercial Code as in effect from time to time).

"Instruments" means all negotiable instruments (as defined in §3-104 of the Michigan Uniform Commercial Code as in effect from time to time), certificated and uncertificated securities and any replacements therefor and Stock Rights related thereto, and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary indorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, letters of credit, preferred and common stocks, options and warrants.

"Inventory" means all goods held for sale or lease, or furnished or to be furnished under contracts of service, or consumed in any Borrower's business, including without limitation raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, all such goods that have been returned to or repossessed by or on behalf of the Borrowers, and all such goods released to any Borrower or to third parties under trust receipts or similar documents.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Noteholder(s)" means the holder or holders of the Senior Notes outstanding from time to time under the Senior Note Agreement.

"Noteholder Obligations" means any and all existing and future indebtedness, obligation and liability of every kind nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Noteholders or the Collateral Agent in connection with the preparation, administration, collection or enforcement thereof) of the Borrowers to any Noteholder or any branch, subsidiary or affiliate thereof, arising under or pursuant to this Security Agreement, the Senior Note Agreement and any Senior Note now or hereafter issued under the Senior Note Agreement.

"Other Bank Obligations" means any and all existing and future indebtedness, obligations and liabilities of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Lenders in connection with the preparation, administration, collection or enforcement thereof, and including the undrawn amount of any letters of credit outstanding for the account of Corpro or any of its Subsidiaries), of Corpro or any of its Subsidiaries to any Lender or any branch, subsidiary or affiliate thereof, which may arise under, out of, or in connection with, any loans, letters of credit, bank guarantees or other extensions of credit or financial accommodations denominated in a currency other than Dollars, other than the Bank Obligations or the Rate Management Obligations.

"Other Collateral" means any property of the Borrowers, other than real estate, not included within the defined terms Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Instruments,

Inventory, Investment Property, and Stock Rights, including, without limitation, all cash on hand, all proceeds of all letters of credit, and all deposit accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property and proceeds thereof of the Borrowers other than real estate.

"Rate Management Transaction" means any transaction (including an agreement with respect thereto) now existing or hereafter entered into between any Borrower and any Lender or Affiliate thereof which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

"Rate Management Obligations" means any and all obligations of the Borrowers, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all Rate Management Transactions, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Transactions.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, or Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means the "Required Senior Lenders" as defined in the Intercreditor Agreement.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means, collectively, (i) the Bank Obligations, (ii) all Rate Management Obligations of the Corrpro or any of its Subsidiaries owing to one or more Lenders or their Affiliates, (iii) the Other Bank Obligations, and (iv) the Noteholder Obligations.

"Security" has the meaning set forth in Article 8 of the Michigan Uniform Commercial Code as in effect from time to time

"Senior Notes" means Corrpro's 7.60% Senior Notes issued pursuant to the Senior Note Agreement.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which any Borrower shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which any Borrower now has or hereafter acquires any right, issued by an issuer of such securities.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

GRANT OF SECURITY INTEREST

Each Borrower hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Lenders and (to the extent specifically provided herein) their Affiliates and the Noteholders, a security interest in all of such Borrower's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Borrowers represent and warrant to the Collateral Agent, the Lenders and the Noteholders that:

3.1. Title, Authorization, Validity and Enforceability. Each Borrower has good and valid rights in and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Collateral Agent the security interest in such Collateral pursuant hereto. The execution and delivery by each Borrower of this Security Agreement has been duly authorized by proper corporate proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of each Borrower and creates a security interest which is enforceable against the Borrowers in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against the Borrowers in the locations listed on Exhibit "F", the Collateral Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1.6.

3.2. Conflicting Laws and Contracts. Neither the execution and delivery by the Borrowers of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on any Borrower or any Borrower's articles or certificate of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which any Borrower is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Collateral Agent on behalf of the Lenders and the Noteholders).

3.3. Principal Location. Each Borrower's mailing address, and the location of its chief executive office and of the books and records relating to the Receivables, are disclosed in Exhibit "A"; the Borrowers have no other places of business except those set forth in Exhibit "A".

3.4. Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are owned by a Borrower except for locations (i) which are leased by a Borrower as lessee and designated in Part B of Exhibit "A" and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part C of Exhibit "A", with respect to which Inventory a Borrower has delivered bailment agreements, warehouse receipts, financing

statements or other documents satisfactory to the Lenders to protect the Collateral Agent's security interest in such Inventory.

3.5. No Other Names. Except as otherwise set forth in its perfection certificate delivered to the Agent in accordance with the Credit Agreement, no Borrower has conducted business under any name except the name in which it has executed this Security Agreement.

3.6. No Default. No Default or Unmatured Default exists.

3.7. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Borrowers relating thereto and in all invoices and reports with respect thereto furnished to the Collateral Agent by the Borrowers pursuant to the Credit Agreement from time to time. As of the time when each Account or each item of Chattel Paper arises, the Borrowers shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.8. Filing Requirements. None of the Equipment is covered by any certificate of title, except for vehicles. None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for (i) vehicles, and (ii) patents, trademarks and copyrights held by the Borrowers and described in Part C of Exhibit "B". The legal description, county and street address of the property on which any Fixtures are located is set forth in Exhibit "C" together with the name and address of the record owner of each such property.

3.9. No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming any Borrower as debtor has been filed in any jurisdiction except (i) financing statements naming the Collateral Agent on behalf of the Lenders as the secured party, (ii) as described in Exhibit "D" and (iii) as permitted by Section 4.1.6.

3.10. Federal Employer Identification Number. The Borrowers' Federal employer identification numbers are set forth on Exhibit A.

3.11. Pledged Securities and Other Investment Property. Exhibit "E" sets forth a complete and accurate list of the Instruments, Securities and other Investment Property delivered to the Collateral Agent. Each Borrower is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit "E" as being owned by it, free and clear of any Liens, except for the security interest granted to the Collateral Agent for the benefit of the Lenders and the Noteholders hereunder. The Borrowers further represent and warrant that (i) all such Instruments, Securities or other types of Investment Property which are shares of stock in a corporation or ownership interests in a partnership or limited liability company have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly and validly issued, are fully paid and non-assessable and (ii) with respect to any certificates delivered to the Collateral Agent representing an ownership interest in a partnership or limited liability company, either such certificates are Securities as defined in Article 8 of the Uniform Commercial Code of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, a Borrower has so informed the Collateral Agent so that the Collateral Agent may take steps to perfect its security interest therein as a General Intangible.

ARTICLE IV

COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1. General.

4.1.1. Inspection. The Borrowers will permit the Collateral Agent, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of the Borrowers relating to the Collateral and (iii) to discuss the Collateral and the related records of the Borrowers with, and to be advised as to the same by, the Borrowers' officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Collateral Agent may determine, and all at the Borrowers' expense.

4.1.2. Taxes. The Borrowers will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside in accordance with Agreement Accounting Principles and those which the failure to file or pay would not reasonably be expected to have a Material Adverse Effect and with respect to which no Lien exists.

4.1.3. Records and Reports; Notification of Default. The Borrowers will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Collateral Agent, with sufficient copies for each of the Lenders and the Noteholders, such reports relating to the Collateral as the Collateral Agent shall from time to time reasonably request. The Borrowers will give prompt notice in writing to the Collateral Agent, the Lenders and the Noteholders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.

4.1.4. Financing Statements and Other Actions; Defense of Title. The Borrowers will execute and deliver to the Collateral Agent all financing statements and other documents and take such other actions as may from time to time be requested by the Collateral Agent in order to maintain a first perfected security interest in and, in the case of Investment Property, Control of, the Collateral. The Borrowers will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5. Disposition of Collateral. The Borrowers will not sell, lease or otherwise dispose of the Collateral except (i) prior to the occurrence of a Default or Unmatured Default, dispositions specifically permitted pursuant to Section 6.13(ii), (iii) and (iv) of the Credit Agreement and Paragraph 6B(5) of the Senior Note Agreement, (ii) until such time following the occurrence of a Default as Corpro receives a notice from the Collateral Agent instructing the Borrowers to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as Corpro receives a notice from the Collateral Agent pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business. Any security interest created hereby with respect to Collateral to be disposed of pursuant to this Section 4.1.5 shall be released by the Collateral Agent pursuant to Section 8.12 of this Security Agreement.

4.1.6. Liens. The Borrowers will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens described in Schedule 6.15 to the Credit Agreement and (iii) other Liens permitted pursuant to Section 6.15 of the Credit Agreement and Paragraph 6B(1) of the Senior Note Agreement.

4.1.7. Change in Location or Name. The Borrowers will not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than vehicles, and other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A", (ii) maintain records relating to the Receivables at a location other than at the location specified on Exhibit "A", (iii) maintain a place of business at a location other than a location specified on Exhibit "A", (iv) change the name or taxpayer identification number of any Borrower or (v) change the mailing address of any Borrower, unless Corpro shall have given the Collateral Agent not less than 10 days' prior written notice thereof, and any such new location is within the United States or Canada.

4.1.8. Other Financing Statements. The Borrowers will not sign or authorize the signing on their behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

4.2. Receivables.

4.2.1. Certain Agreements on Receivables. The Borrowers will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, a Borrower may reduce the amount of Accounts arising from the sale of Inventory or the provision of services in accordance with its present policies and in the ordinary course of business.

4.2.2. Collection of Receivables. Except as otherwise provided in this Security Agreement, the Borrowers will collect and enforce, at the Borrowers' sole expense, all amounts due or hereafter due to the Borrowers under the Receivables.

4.2.3. Delivery of Invoices. The Borrowers will deliver to the Collateral Agent immediately upon its request after the occurrence of a Default duplicate invoices with respect to each Account bearing such language of assignment as the Collateral Agent shall specify.

4.2.4. Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of any Borrower, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, such Borrower will, if such fact is not reflected on the Receivable records of such Borrower, disclose such fact to the Collateral Agent in writing in connection with the inspection by the Collateral Agent of any record of such Borrower relating to such Receivable and in connection with any invoice or report furnished by such Borrower to the Collateral Agent relating to such Receivable.

4.3. Inventory and Equipment.

4.3.1. Maintenance of Goods. The Borrowers will do all things reasonably necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition, consistent with past practices.

4.3.2. Insurance. The Borrowers will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Collateral Agent, on behalf of the Lenders and the Noteholders, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Collateral Agent, (ii)

maintain such other insurance on the Collateral for the benefit of the Collateral Agent as the Collateral Agent shall from time to time reasonably request, (iii) furnish to the Collateral Agent upon the request of the Collateral Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance naming the Collateral Agent, on behalf of the Lenders and the Noteholders, as an additional insured.

4.4. Instruments, Securities, Chattel Paper, and Documents. The Borrowers will (i) deliver to the Collateral Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments (if any then exist), other than such Securities and Instruments that evidence advances to employees of the Borrowers, (ii) hold in trust for the Collateral Agent upon receipt and immediately thereafter deliver to the Collateral Agent any Chattel Paper, Securities and Instruments constituting Collateral, and (iii) upon the Collateral Agent's request, after the occurrence and during the continuance of a Default, deliver to the Collateral Agent (and thereafter hold in trust for the Collateral Agent upon receipt and immediately deliver to the Collateral Agent) any Document evidencing or constituting Collateral.

4.5. Uncertificated Securities and Certain Other Investment Property. The Borrowers will permit the Collateral Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Collateral Agent granted pursuant to this Security Agreement. The Borrowers will take any actions necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause the Collateral Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, the Borrowers will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Collateral Agent in form and substance satisfactory to the Collateral Agent.

4.6. Stock and Other Ownership Interests.

4.6.1. Changes in Capital Structure of Issuers. The Borrowers will not, to the extent that it is within their control (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2. Issuance of Additional Securities. The Borrowers will not permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to the Borrowers.

4.6.3. Registration of Pledged Securities and other Investment Property. To the extent necessary or desirable to perfect the security interest of the Collateral Agent hereunder, or at any time after the occurrence of a Default, at the option of the Collateral Agent, the Borrowers will permit any registerable Collateral to be registered in the name of the Collateral Agent or its nominee.

4.6.4. Exercise of Rights in Pledged Securities and other Investment Property. The Borrowers will permit the Collateral Agent or its nominee at any time after the occurrence of a Default, on not less

than 2 days' written notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.7. Federal, State or Municipal Claims. The Borrowers will notify the Agent in writing at the time it submits each Borrowing Base Certificate of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

ARTICLE V

DEFAULT

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made by or on behalf of any Borrower under or in connection with this Security Agreement shall be materially false as of the date on which made.

5.1.2. The breach by any Borrower (other than a breach which constitutes a Default under Section 5.1.1) of any of the terms or provisions of this Security Agreement which is not remedied within 10 days after the giving of written notice to Corpro by the Collateral Agent.

5.1.3. Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 or shall be lost, stolen, damaged or destroyed and such loss, theft, damage or destruction shall not be covered by insurance.

5.1.4. The occurrence of any "Default" under, and as defined in, the Credit Agreement, or any "Event of Default" under, and as defined in, the Senior Note Agreement.

5.1.5. Any limited partnership interests or ownership interests in a limited liability company which are included within the Collateral shall at any time constitute a Security or the issuer of any such interests shall have elected to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Collateral Agent and such Security is properly defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Collateral Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Acceleration and Remedies. Subject to the provisions of the Intercreditor Agreement, upon the acceleration of the Bank Obligations, the Rate Management Obligations, any of the Other Bank Obligations, or the obligations of Corpro under the Senior Notes, the Collateral Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any or all of the following rights and remedies:

5.2.1. Those rights and remedies provided in this Security Agreement, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Collateral Agent, the Agent, the Lenders and the Noteholders prior to a Default.

5.2.2. Those rights and remedies available to a secured party under the Michigan Uniform Commercial Code (whether or not the Michigan Uniform Commercial Code applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3. Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable.

5.3. Debtor's Obligations Upon Default. Upon the request of the Collateral Agent after the occurrence of a Default, the Borrowers will:

5.3.1. Assembly of Collateral. Assemble and make available to the Collateral Agent the Collateral and all records relating thereto at any place or places specified by the Collateral Agent.

5.3.2. Secured Party Access. Permit the Collateral Agent, by the Collateral Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4. License. The Collateral Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge, the Borrowers' labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, domain names, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, solely for the purpose of completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, the Borrowers' rights under all licenses and all franchise agreements shall inure to the Collateral Agent's benefit for such purposes. In addition, the Borrower hereby irrevocably agrees that the Collateral Agent may, following the occurrence and during the continuance of a Default, sell any of the Borrower's Inventory directly to any person, including without limitation persons who have previously purchased the Borrower's Inventory from the Borrower and in connection with any such sale or other enforcement of the Collateral Agent's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to the Borrower and any Inventory that is covered by any copyright owned by or licensed to the Borrower and the Collateral Agent may finish any work in process and affix any trademark owned by or licensed to the Borrower and sell such Inventory as provided herein.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Collateral Agent or any Lender or Noteholder to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver,

amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Collateral Agent with the concurrence or at the direction of the Required Secured Parties as required under the Intercreditor Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Collateral Agent, the Lenders and the Noteholders until the Secured Obligations have been paid in full.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. Upon request of the Collateral Agent after the occurrence of a Default, the Borrowers shall execute and deliver to the Collateral Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Collateral Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Collateral Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Collateral Agent. Thereafter, if such Default shall have been cured or waived and no Default or Unmatured Default shall have existed for a period of at least 60 days, the Collateral Agent shall at the request of the Borrowers, consent to the termination of any such lockbox agreements.

7.2. Collection of Receivables. The Collateral Agent may at any time after the occurrence of a Default, by giving Corpro written notice, elect to require that the Receivables be paid directly to the Collateral Agent for the benefit of the Lenders and the Noteholders. In such event, the Borrowers shall, and shall permit the Collateral Agent to, promptly notify the account debtors or obligors under the Receivables of the Lenders' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Collateral Agent. Upon receipt of any such notice from the Collateral Agent, the Borrowers shall thereafter hold in trust for the Collateral Agent, on behalf of the Lenders and the Noteholders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Collateral Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Collateral Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3. Application of Proceeds. The proceeds of the Collateral shall be applied by the Collateral Agent to payment of the Secured Obligations as specified in the Intercreditor Agreement unless a court of competent jurisdiction shall otherwise direct.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Notice of Disposition of Collateral. The Borrowers hereby waive notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the applicable Borrower, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made.

8.2. Compromises and Collection of Collateral. The Borrowers and the Collateral Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Borrowers agree that the Collateral Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Collateral Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Collateral Agent shall be commercially reasonable so long as the Collateral Agent acts in good faith based on information known to it at the time it takes any such action.

8.3. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Collateral Agent may, after providing written notice to the relevant Borrower, perform or pay any obligation which any Borrower has agreed to perform or pay in this Security Agreement and the Borrowers shall reimburse the Collateral Agent for any amounts paid by the Collateral Agent pursuant to this Section 8.3. The Borrowers' obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4. Authorization for Secured Party to Take Certain Action. Each Borrower irrevocably authorizes the Collateral Agent at any time and from time to time in the sole discretion of the Collateral Agent and appoints the Collateral Agent as its attorney in fact (i) to execute on behalf of such Borrower as debtor and to file financing statements necessary or desirable in the Collateral Agent's sole discretion to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral, (ii) after a Default, to indorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Collateral Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Collateral Agent Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.5, to enforce payment of the Receivables in the name of the Collateral Agent or such Borrower, (vi) to apply the proceeds of any Collateral received by the Collateral Agent to the Secured Obligations as provided in Article VII and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and the Borrowers agrees to reimburse the Collateral Agent on demand for any payment made or any reasonable expense incurred by the Collateral Agent in connection therewith, provided that this authorization shall not relieve such Borrower of any of its obligations under this Security Agreement or under the Credit Agreement.

8.5. Specific Performance of Certain Covenants. The Borrowers acknowledge and agree that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Collateral Agent, the Lenders, and the Noteholders and that the Collateral Agent, Lenders and Noteholders have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Collateral Agent, the Lenders or the Noteholders to seek and obtain specific performance of other obligations of the Borrowers contained in this Security Agreement, that the covenants of the Borrowers contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Borrowers.

8.6. Use and Possession of Certain Premises. Upon the occurrence of a Default, in order to protect its interest in the Collateral or its rights under this Security Agreement, the Collateral Agent shall be entitled to occupy and use any premises owned or leased by a Borrower where any of the Collateral or any records relating

to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay such Borrower for such use and occupancy.

8.7. Dispositions Not Authorized. The Borrowers are not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between the Borrowers and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon the Collateral Agent, the Lenders or the Noteholders unless such authorization is in writing signed by the Collateral Agent with the consent or at the direction of the Required Secured Parties.

8.8. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Borrowers, the Collateral Agent, the Lenders and the Noteholders and their respective successors and assigns, except that no Borrower shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Collateral Agent.

8.9. Survival of Representations. All representations and warranties of the Borrowers contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Borrowers, together with interest and penalties, if any. The Borrowers shall reimburse the Collateral Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent) paid or incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Borrowers in the performance of actions required pursuant to the terms hereof shall be borne solely by the Borrowers.

8.11. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12. Termination; Release. (a) This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Collateral Agent, the Lenders or the Noteholders which would give rise to any Secured Obligations are outstanding.

(b) In the event that any part of the Collateral is sold or otherwise disposed of in connection with a sale or other disposition permitted by Section 6.13 of the Credit Agreement and Paragraph 6B(5) of the Senior Note Agreement, or is otherwise released pursuant to the Intercreditor Agreement or this Security Agreement, the Collateral Agent, at the request of such Borrower party to the disposition of Collateral, will as soon as reasonably practicable, duly release the security interest created hereby and assign, transfer and deliver to such Borrower such of the Collateral as is then (or has been) so sold or released and as may be in the possession of the Collateral Agent and has not theretofore been released pursuant to this Security Agreement.

8.13. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Borrowers and the Collateral Agent relating to the Collateral and supersedes all prior agreements and understandings between the Borrowers and the Collateral Agent relating to the Collateral.

8.14. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MICHIGAN, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.15. Distribution of Reports. Each Borrower authorizes the Collateral Agent, as the Collateral Agent may elect in its sole discretion, to discuss with and furnish to its affiliates, to the Lenders, to the Noteholders or to any other person or entity having an interest in the Secured Obligations (whether as a guarantor, pledgor of collateral, participant or otherwise) all financial statements, audit reports and other information pertaining to the Borrowers whether such information was provided by the Borrowers or prepared or obtained by the Collateral Agent. Neither the Collateral Agent nor any of its employees, officers, directors or agents makes any representation or warranty regarding any audit reports or other analyses of the Borrowers' condition which the Collateral Agent may in its sole discretion prepare and elect to distribute, nor shall the Collateral Agent or any of its employees, officers, directors or agents be liable to any person or entity receiving a copy of such reports or analyses for any inaccuracy or omission contained in or relating thereto.

8.16. Indemnity. The Borrowers hereby agree to jointly and severally indemnify the Collateral Agent, the Lenders, and the Noteholders and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Collateral Agent or any Lender or Noteholder is a party thereto) imposed on, incurred by or asserted against the Collateral Agent, the Lenders, or the Noteholders or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Collateral Agent or the Lenders or the Borrowers, and any claim for patent, trademark or copyright infringement).

ARTICLE IX

NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telegraph, telex, FAX or nationally established overnight courier service, and shall be deemed received (i) when received by the addressee if sent via the United States mail, postage prepaid, (ii) when delivered to the appropriate office or machine operator for transmission, charges prepaid, if sent by telegraph or telex (answerback confirmed in the case of telexes), (iii) when receipt thereof by the addressee is confirmed by telephone if sent by FAX and (iv) one business day after delivery to an overnight courier service, if sent by such service, in each case addressed to Corrpro or the applicable Borrower at the address set forth on Exhibit "A" as its principal place of business, and to the Collateral Agent and the Lenders at the addresses set forth in the Credit Agreement, and to the Noteholders in care of the initial Noteholder as set forth in the Senior Note Agreement.

9.2. Change in Address for Notices. Each of the Borrowers, the Collateral Agent, the Noteholders and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X

THE AGENT

Bank One, Michigan has been appointed Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement. Bank One, Michigan has been appointed Collateral Agent for the Lenders and the Noteholders pursuant to Section 2 of the Intercreditor Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Lenders and the Noteholders pursuant to the Intercreditor Agreement, and that the Collateral Agent has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in such Section 2. Any successor Collateral Agent appointed pursuant to Section 2 of the Intercreditor Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

IN WITNESS WHEREOF, the Borrowers and the Collateral Agent have executed this Security Agreement as of the date first above written.

CORRPRO COMPANIES, INC.

By: Neil K. Nest

Its: Executive Vice President/CFO

GOOD-ALL ELECTRIC, INC.

By: Neil K. Nest

Its: Treasurer

BASS SOFTWARE, INC.

By: Neil K. Nest

Its: Treasurer

CATHODIC PROTECTION SERVICES
COMPANY

By: Neil K. Nest

Its: Treasurer

OCEAN CITY RESEARCH CORP.

By: Neil K. Nest

Its: Treasurer

CCFC, INC.

By: Neil L. West

Its: Treasurer

ROHRBACK COSASCO SYSTEMS, INC.

By: Neil L. West

Its: Treasurer

BANK ONE, MICHIGAN
as Collateral Agent

By: _____

Title: _____

OCEAN CITY RESEARCH CORP.

By: _____

Its: _____

CCFC, INC.

By: _____


Its: _____

ROHRBACK COSASCO SYSTEMS, INC.

By: _____

Its: _____

BANK ONE, MICHIGAN
as Collateral Agent

By: 

Title: VICE President

EXHIBIT "A"

(See Sections 3.3, 3.4, 4.1.7 and 9.1 of Security Agreement)

Principal Place of Business and Mailing Address:

See Attached

Attention: _____

Location(s) of Receivables Records (if different from Principal Place of Business above):

610 Brandywine Pkwy.
West Chester, PA 19380

7000 B Hollister
Houston, TX 77040

10848-214th Street
Edmonton, Alberta T5S 2A7
Canada

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by the Borrower:

1090 Enterprise Drive
Medina, OH 44256

1055 W. Smith Road
Medina, OH 44256

931 West Albion
Schaumburg, IL 60193

6837 Krebs Road
Bakersfield, CA 93308

B. Properties Leased by the Borrower (Include Landlord's Name):

See attached

C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements
(include name of Warehouse Operator or other Bailee or Consignee):

None.

D. Taxpayer Identification Numbers of the Borrowers:

See attached

EXHIBIT A
TO
PLEDGE AND SECURITY AGREEMENT

PRINCIPAL PLACE OF
BUSINESS AND MAILING ADDRESS

<u>Company</u>	<u>Address</u>
Corrpro Companies, Inc.	1090 Enterprise Drive Medina, OH 44256
Catholic Protection Services Company	1090 Enterprise Drive Medina, OH 44256
Rohrback Cosasco Systems, Inc.	11841 E. Smith Avenue Santa Fe Springs, CA 90670
Ocean City Research Corporation	Tennessee Ave. & Beach Thorofare Ocean City, NJ 08226
Bass Software, Inc.	2020 Bill Owens Parkway, Suite 200 Longview, TX 75604
Goodall Electric, Inc.	1055 West Smith Road Medina, OH 44256
CCFC, Inc.	1090 Enterprise Drive Medina, OH 44256

EXHIBIT A
PLEDGE AND SECURITY AGREEMENT
LEASED PROPERTIES

Real Property Description

<u>Company</u>	<u>Owned or Leased</u>	<u>Real Property Description</u>
Corrpro Companies, Inc.	Leased (1)	949 E. 36 th Ave., Suite 500 Anchorage, AK 99508 (County N/A)
	Leased (2)	5643 N. 52 nd Avenue Glendale, AZ 85301 (Marilopa County)
	Leased (3)	6837 Krebs Road Bakersfield, CA 93308 (Kem County)
	Leased (4)	7290 Engineer Road, Suite H San Diego, CA 92111 (San Diego County)
	Leased (5)	2799 Miller Street San Leandro, CA 94577 (Alameda County)
	Leased (6)	11841 E. Smith Avenue Sante Fe Springs, CA 90670 (Los Angeles County)
	Leased (7)	581 Sigman Road, Suite 300 Conyers, GA 30013 (Rockdown County)
	Leased (8)	520 Brevard Avenue Cocoa, FL 32922 (Brevard County)
	Leased (9)	9491 Highway 23 South Belle Chasse, LA 70037 (Plaquemine Parish)
	Leased (10)	7000 B Hollister Houston, TX 77040 (Harris County)
	Leased (11)	11616 W. 59 th Street Sand Springs, OK 74063 (Tulsa County)
	Leased (12)	5750 S. 116 West Avenue Sand Springs, OK 74063 (Tulsa County)
	Leased (13)	7800 W, I-20 Midland, TX 79706 (Tulsa County)
	Leased (14)	98-1937 Hoala Street Aiea, HI 96701 (County)

Leased (15) 2026 N. Sullivan Avenue
Farmington, NM 87401 (San Juan County)

Leased (16) 11524 Mukilteo Speedway, Suite 101
Mukilteo, WA 98275 (Snohomish County)

Leased (17) 505 North 24th Street
Billings, MT 59101 (Yellowstone County)

Leased (18) 340 South Virginia
Liberal, KS 67901 (Seward County)

Leased (19) 5508 N. Meadows Drive
Racine, WI 53402 (Racine County)

Owned 931 West Albion
Schaumburg, IL 60193 (Cook County)

Leased (20) 610 Brandywine Parkway
West Chester, PA 19380 (Chester County)

Leased (21) 8 Priscilla Lane, Unit 3
Auburn, NH 03032 (Rockingham County)

Owned 1090 Enterprise Drive
Medina, Ohio 44256 (Medina County)

Owned 1055 West Smith Road
Medina, Ohio 44256 (Medina County)

- (1) Leased from Veco, Inc.
- (2) Leased from Arizona Industrial Properties
- (3) Leased from CCFC, Inc.
- (4) Leased from RREEF Funds
- (5) Leased from Peterson Bypass Trust
- (6) Leased from Rreef America Reit Corp.
- (7) Leased from Lavista Associates
- (8) Leased from Bird Investment Properties
- (9) Leased from Baker Hughes
- (10) Leased from Baker Hughes
- (11) Leased from Murphy Enterprise
- (12) Leased from Gary Hanlon
- (13) Leased from H. C. McCulloch
- (14) Leased from Island Mechanical, Ltd
- (15) Leased from Heath Rentals
- (16) Leased from Elmick Investments, Ltd
- (17) Leased from Robert B. Doolen
- (18) Leased from G. C. Dunnam
- (19) Leased from Robert Scott
- (20) Leased from Liberty Property Trust
- (21) Leased from 31 Pricilla Lane Realty

EXHIBIT A
PLEDGE AND SECURITY AGREEMENT
LEASED PROPERTIES

Real Property Description

<u>Company</u>	<u>Owned or Leased</u>	<u>Real Property Description</u>
Bass Software, Inc.	Leased (1)	2020 Bill Owens Parkway, Suite 200 Longview, TX 75604
	Leased (2)	8101 Shaffer Parkway, Suite 201 Littleton, CO 80127

(1) Leased from 2020 Bill Owens Building, Ltd

(2) Leased from Chatfield Investment Group

EXHIBIT A
PLEDGE AND SECURITY AGREEMENT
LEASED PROPERTIES

Real Property Description

<u>Company</u>	<u>Owned or Leased</u>	<u>Real Property Description</u>
Cathodic Protection Services Company	(1)	1090 Enterprise Drive Medina, Ohio 44256
	(1)	11616 W. 59 th Street Sand Springs, OK 74063
	(1)	5750 S. 116 West Avenue Sand Springs, OK 74063
	(1)	7800 W, I-20 Midland, TX 79706
	(1)	2026 N. Sullivan Avenue Farmington, NM 87401
	(1)	340 South Virginia Liberal, KS 67901
	Leased (2)	2421 Iorio Street Union, NJ 07083
	(1)	581 Sigman Road, Suite 300 Conyers, GA 30013
	(1)	5643 N. 52 nd Avenue Glendale, AZ 85301
	(1)	1055 West Smith Road Medina, Ohio 44256

- (1) Consolidated with operation of Corrpro Companies, Inc.
(2) Leased from Bascom Corporation

EXHIBIT A
PLEDGE AND SECURITY AGREEMENT
LEASED PROPERTIES

Real Property Description

<u>Company</u>	<u>Owned or Leased</u>	<u>Real Property Description</u>
Ocean City Research	Leased (1)	Tennessee Ave. & Beach Thorofare Ocean City, NJ 08226
	Leased (2)	1235 Jefferson Davis Highway Suite #500 Arlington, VA 22202
	Leased (3)	14701 Flint Lee Road, Suite G Chantilly, VA 22151

- (1) Leased from Mr. Joseph Hendrickson
- (2) Leased from First Gateway Associated, Ltd.
- (3) Leased from Flint Lee Associates

EXHIBIT A
PLEDGE AND SECURITY AGREEMENT
LEASED PROPERTIES

Real Property Description

<u>Company</u>	<u>Owned or Leased</u>	<u>Real Property Description</u>
Rohrback Cosasco Systems, Inc	Leased (1)	11841 E. Smith Avenue Santa Fe Springs, CA 90670

(1) Leased from Reef America Reit Corp.

EXHIBIT A
TO
PLEDGE AND SECURITY AGREEMENT
TAXPAYER IDENTIFICATION NUMBERS
OF THE BORROWERS

<u>Corporate Name</u>	<u>Federal I.D. No.</u>
Corpro Companies, Inc.	34-1422570
Cathodic Protection Services Company	52-1519084
Rohrback Cosasco Systems, Inc.	31-1251494
Ocean City Research Corporation	52-1210791
Bass Software, Inc.	74-2228774
Good-All Electric, Inc.	34-1758000
CCFC, Inc.	Applied For

EXHIBIT "B"
(See Section 3.8 of Security Agreement)

A. Vehicles subject to certificates of title:

<u>Description</u>	<u>Title Number & State Where Issued</u>
	N/A

B. Aircraft/engines, ships, railcars and other vehicles governed by federal statute:

<u>Description</u>	<u>Registration Number</u>
	N/A

C. Patents, copyrights, trademarks protected under federal law*:

See attached

*For (i) trademarks, show the trademark itself, the registration date and the registration number; (ii) trademark applications, show the trademark applied for, the application filing date and the serial number of the application; (iii) patents, show the patent number, issue date and a brief description of the subject matter of the patent; and (iv) patent applications, show the serial number of the application, the application filing date and a brief description of the subject matter of the patent applied for. Any licensing agreements for patents or trademarks should be described on a separate schedule.

Corrpro Companies, Inc
 Patents Granted

Patent Title	Owner	Patent No.	Next. Ma. Fee	Docket No.
Power Supply for Cathodic Protection System	Corrpro Companies, Inc.	5,077,486	12/31/02	CPRO.P0087US
Replaceable Deep Anode System	Corrpro Companies, Inc.	4,710,644	10/30/05 - expiration date	CPRO.P0098US
Cathodic Protection System and Method for Above Ground Storage Tank Bottoms	Corrpro Companies, Inc.	5,065,893	3/15/11 - expiration date	CPRO.P0102US
Electrode	Corrpro Companies, Inc.	5,370,783	12/6/01	CPRO.P0104US
Cathodic Protection Systems for Above Ground Storage Tank Bottoms and Method	Corrpro Companies, Inc.	5,340,455	8/23/01	CPRO.P0110US
Cathodic Protection Anode and Systems	Corrpro Companies, Inc.	623,691	9/9/18 - expiration date	CPRO.P0113DK
Cathodic Protection Anode and Systems	Corrpro Companies, Inc.	623,691	9/9/18 - expiration date	CPRO.P0113EP
Cathodic Protection Anode and Systems	Corrpro Companies, Inc.	5,411,646	5/2/02	CPRO.P0113US
Corrosion Monitoring Tool	Corrpro Companies, Inc.	2,286,844		CPRO.P0125GB
Submersible Anode and Method	Corrpro Companies, Inc.	5,902,463	5/11/02	CPRO.P0133A-US
Submersible Anode and Method	Corrpro Companies, Inc.	5,932,087	8/3/02	CPRO.P0135A-US
Cast Iron Anode and Method of Making	Corrpro Companies, Inc.	5,855,427	3/23/02	CPRO.P0137US
Corrosion Protection Monitoring and Adjustment System	Corrpro Companies, Inc.	5,785,842	7/28/01	CUR228/4-1
Software Planning Program for Coatings	Corrpro Companies, Inc.	5,737,227	4/7/01	US
Electroosmosis Techniques for Removing Materials from Soil	Massachusetts Institute of Technology - license agreement with Corrpro	5,074,986	12/24/02	CPRO.P0086US
System and Method for Above Ground Storage Tank Bottoms	Materials Protection Company (to be assigned to Corrpro)	503678		CPRO.P0102EP
Method of Making a String of Cathodic Protection Anodes	Materials Protection Company (to be assigned to Corrpro)	5,185,921		CPRO.P0103A-US
Cathodic Protection Anode Connector and Method of Making	Materials Protection Company (to be assigned to Corrpro)	5,090,924		CPRO.P0103US

Corrpro Companies, Inc.
 Patents Pending

Patent Title	Owner	Serial No.	Filing Date	Docket No.
Cathodic Protection System and Method for Above Ground Storage Tank Bottoms	Corrpro Companies, Inc.	2,053,034	3/13/92	CPRC.P0102CA
Electrode	Corrpro Companies, Inc.	2,075,221-1	8/3/92	CPRO.P0104CA
Reference Cell	Corrpro Companies, Inc.	07/874,745	4/27/92	CPRC.P0108US
Cathodic Protection Anode and Systems	Corrpro Companies, Inc.	2,122,758	5/3/94	CPRO.P0113CA
Cathodic Protection Anode and Systems	Corrpro Companies, Inc.	941618	5/3/94	CPRC.P0113NO
Cathodic Protection System - Tubular Mesh Anode and Method of Making	Corrpro Companies, Inc.	08/233,451	4/26/94	CPRC.P0119US
Sacrificial Anode for Cathodic Protection and Alloy Therefor	Corrpro Companies, Inc.	2,142,244	2/10/95	CPRC.P0127CA
Sacrificial Anode for Cathodic Protection and Alloy Therefor	Corrpro Companies, Inc.	95101956.1	2/14/95	CPRC.P0127EP
Sacrificial Anode for Cathodic Protection and Alloy Therefor	Corrpro Companies, Inc.	950665	2/15/95	CPRC.P0127FI
Sacrificial Anode for Cathodic Protection and Alloy Therefor	Corrpro Companies, Inc.	95-0945	2/15/95	CPRC.P0127MX
Sacrificial Anode for Cathodic Protection and Alloy Therefor	Corrpro Companies, Inc.	950566	2/15/95	CPRC.P0127NO
Sacrificial Anode for Cathodic Protection and Alloy Therefor	Corrpro Companies, Inc.	08/387,156	2/10/95	CPRC.P0127US
Cathodic Protection Anode and Method for Steel Reinforced Concrete	Corrpro Companies, Inc.	09/050,727	3/30/98	CPRC.P0138US
Cathodic Protection Anode and Method for Steel Reinforced Concrete	Corrpro Companies, Inc.	PCT/US99/05721	3/29/99	CPRC.P0138WO
Apparatus and Method for Nondestructive Testing of Dielectric Materials (license agreement)	Corrpro/Jack Little License Agrmt	PCT/US98/19832 (aka WO99/15863)		CPRC.P0160WOAU
Apparatus and Method for Nondestructive Testing of Dielectric Materials (license agreement)	Corrpro/Jack Little License Agrmt	PCT/US98/19832 (aka WO99/15863)		CPRC.P0160WOCA
Apparatus and Method for Nondestructive Testing of Dielectric Materials (license agreement)	Corrpro/Jack Little License Agrmt	PCT/US98/19832 (aka WO99/15863)	9/22/98	CPRC.P0160WOEP
Apparatus and Method for Nondestructive Testing of Dielectric Materials (license agreement)	Corrpro/Jack Little License Agrmt	PCT/US98/19832 (aka WO99/15863)		CPRC.P0160WONZ
Composite Anode, Electrolyte Pipe Section, and Method of Making and Forming a Pipeline, and Applying Cathodic Protection to the Pipeline	Corrpro/Sun Pipeline	09/365,500	8/2/99	CPRC.P0159US

Corpro Companies, Inc.
Trademarks Granted

Trademark	Owner	Description	Reg. Number	Reg. Date	Renewal Date	Docket Number
ANODE-CRETE	Corpro Companies, Inc.	Conductive polymer concrete anode components for cathodic protection used for preventing corrosion of steel reinforcements in concrete structures	1,374,416	12/10/85	12/10/05	CPRO T0115US
CALM	Corpro Companies, Inc.	Inventory control services, namely monitoring and detecting product losses from storage tanks	1,708,934	6/18/92	6/18/02	CPRO T0101US
CCI	Corpro Companies, Inc.	Corrosion engineering services	1,871,750 AKA	1/3/95	1/3/05	CPRO T0176US
CENTAP	Corpro Companies, Inc.	Anodes for cathodic protection Electrical equipment for use in cathodic protection systems for underground, submerged, or buried structures	1,175,950	11/3/81	11/3/01	CPRO T0107US
CONCOR	Corpro Companies, Inc.		1,342,115	6/18/85	6/18/05	CPRO T0113US
CONSULEX	Corpro Companies, Inc.		2,037,145	2/11/97	2/11/07	Applied for
CONSULEX BASE COAT	Corpro Companies, Inc.	Printed reports in the nature of computer printed graphs pertinent to electrical surveys of underwater/underground metal structures	2,035,674	2/4/97	2/4/07	Applied for
CORROGRAPH	Corpro Companies, Inc.	Electrical and electronic apparatus and components used in the manufacture thereof, namely cathodic protection rectifiers	1,190,664	2/23/82	2/23/02	CPRO T0109US
GOODALL-ELECTRIC	Corpro Companies, Inc.	Consulting and Advisory Services	1908296 AKA	8/1/95	8/1/05	
HARCO	Corpro Companies, Inc.	Cathodic Protection Systems Anode beds for corrosion prevention	847,175	4/2/69	4/2/08	CPRO T0101US
HARCO	Corpro Companies, Inc.	Technical consultation in the field of engineering using computer modeling techniques	839,479	11/28/67	11/28/08	CPRO T0101US
HIRDA	Corpro Companies, Inc.	Receivers, transmitters, computer circuit controllers, power supplies, digital displays, batteries	1,174,008	10/20/81	10/20/01	CPRO T0111US
MTCF	Corpro Companies, Inc.	Performance of electrical surveys of underground metal structures	1,966,521	4/9/86	4/9/06	CPRO T0103US
PASS	Corpro Companies, Inc.	Reference electrodes for cathodic protection systems	1,293,952	9/11/84	9/11/04	CPRO T0112US
PEDICELL	Corpro Companies, Inc.	Anodes for cathodic protection	1,275,534	4/24/84	4/24/04	CPRO T0114US
PERMACELL	Corpro Companies, Inc.	Anodes for cathodic protection	1,105,957	11/14/78	11/14/08	CPRO T0161US
PLATINODE	Corpro Companies, Inc.	Cathodic protection equipment, particularly anodes	1,494,575	7/5/89	7/5/08	CPRO T0173US
PNT	Corpro Companies, Inc.	Cathodic protection systems and components therefor for water tanks and treatment units and the like	1,169,105	9/15/81	9/15/01	CPRO T0108US
SPIRA-PAK	Corpro Companies, Inc.	Cathodic protection systems and components therefor for water tanks and treatment units and the like	976,554	7/20/71	7/20/01	CPRO T0103US
T.A.S.C.	Corpro Companies, Inc.	Cathodic protection systems, namely anodes, anode connectors, anode leads and	972,251	11/6/73	11/6/03	CPRO T0104US
TANK-PAK	Corpro Companies, Inc.		1,536,295	4/25/89	4/25/09	CPRO T0116US
HARCO	Harco Corporation		2,669,983	5/19/83	8/19/03	CPRO T0101DK
HARCO	Harco Corporation		125,567	3/4/83	3/4/03	CPRO T0101SE
HARCO	Harco Corporation		1,160,561	9/2/81	5/2/02	CPRO T0157GB
HARCO & design	Harco Technologies Corporation	Cathodic Protection Systems	891,526	5/26/79	5/26/09	CPRO T0102US
HARCO & design	Harco Technologies Corporation	Consulting and Advisory Services	915,215	6/15/71	6/15/01	CPRO T0102US

Trademark	Owner	Serial Number	Filing Date	Action	Docket Number
CCI	Corpro Companies, Inc.	1387745	11/18/99	1/4/00 - received filing particulars 4/25/00 - received official filing receipt	CPRO.T0176 EP
CCI	Corpro Companies, Inc.	75/883,649	12/29/99	2/29/00 - expect registration in 4-6 weeks	CPRO.T0176 US
CCI	Corpro Companies, Inc.	823935	2/17/00	5/8/00 - sent new specimens to RO	hillipsFox-Australia
CORRPOWER	Corpro Companies, Inc.	75/624,418	1/20/99	1/4/00 - received filing particulars	CPRO.T0156 US
CORRPRO	Corpro Companies, Inc.	1387838	11/18/99	12/22/99 - forwarded executed app to John Renner	CPRO.T0151 EP
CORRPRO	Corpro Companies, Inc.	pending	pending	2/29/00 - expect registration in 4-6 weeks	CPRO.T0151 US
CORRPRO	Corpro Companies, Inc.	823936	2/17/00	6/2/00 - response to office action due	hillipsFox-Australia
For Every Corner of Your World	Corpro Companies, Inc.	75/776,114	8/18/99	4/13/99 - received official filing receipt	CPRO.T0177 US
MTCF	Corpro Companies, Inc.	13590/1999	2/22/99	pending	CPRO.T0103 JP
PERMANODE	Corpro Companies, Inc.	pending	pending	2/16/00 - filed application 9/7/99 - associate submitted argument	CPRO.T0162 US
TANK-PAK	Corpro Companies, Inc.	20,451/1999	3/10/99		CPRO.T0174 JP

Catholic Protection Services Co.

Patents Granted

Patent Title	Owner	Patent No	Next Maj Fee	Docket No
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Not Applicable

Catholic Protection Services Co.

Patents Pending

Patent Title	Common Name	Owner	Filing Date	Docket No
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Not Applicable

Catholic Protection Services Co.

Trademarks Granted

Trademark	Owner	Description	Reg. Number	Reg. Date	Renewal Date	Docket Number
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CPS	Catholic Protection Services Co	Anodes for cathodic protection of metal structures	1,617,432	10/16/90	10/16/00	US
LC	Catholic Protection Services Co	Anodes for cathodic protection of metal structures	1,542,313	6/6/89	6/6/99	US
MICRO-POLATROL	Catholic Protection Services Co	Cathodic protection apparatus principally for corrosion control	1,624,560	11/27/90	11/27/00	US
POLATROL	Catholic Protection Services Co	Cathodic protection apparatus principally for corrosion control	911,612	6/1/77	6/1/01	US
SEA WRAP	Catholic Protection Services Co	Anti-corrosion protective covering for pipe and structural steel	1,510,965	11/1/83	11/1/06	US
XL	Catholic Protection Services Co	Apparatus for suspending cathodic protection anode within water tanks	1,145,691	1/13/57	1/13/01	US

Catholic Protection Services Co.

Trademarks Pending

Trademark	Owner	Serial Number	Action	Docket Number
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Not Applicable

Catholic Protection Services Co.
 Patents Granted

Patent Title	Owner	Patent No	Next Mat Fee	Docket No
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Not Applicable

Catholic Protection Services Co.
 Patents Pending

Patent Title	Common Name	Owner	Filing Date	Docket No
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Not Applicable

Catholic Protection Services Co.
 Trademarks Granted

Trademark	Owner	Description	Reg Number	Reg Date	Renewal Date	Docket Number
CPS	Catholic Protection Services Co	Anodes for cathodic protection of metal structures	1,617,432	10/16/90	10/16/00	US
LC	Catholic Protection Services Co	Anodes for cathodic protection of metal structures	1,542,313	5/8/89	5/8/99	US
MICROPOLATROL	Catholic Protection Services Co	Cathodic protection apparatus principally for corrosion control	1,624,560	11/27/91	11/27/00	US
POLATROL	Catholic Protection Services Co	Cathodic protection apparatus principally for corrosion control	911,612	5/11/77	5/11/01	US
SEA WRAP	Catholic Protection Services Co	Anti-corrosion protective covering for pipe and structural steel	1,510,955	11/11/83	11/11/03	US
XL	Catholic Protection Services Co	Apparatus for suspending cathodic protection anode within water tanks	1,145,681	1/13/51	1/13/01	US

Catholic Protection Services Co.
 Trademarks Pending

Trademark	Owner	Serial Number	Action	Docket Number
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Not Applicable

Rohrbach Casasco Systems, Inc.
 Patents Granted

Patent Title	Owner	Patent No.	Next/Mai Fee	Docket No.
Corrosion Measurement with Secondary Temperature Compensation	Rohrbach Corporation	1,177,537		CPRO P0089CA
Corrosion Measurement with Secondary Temperature Compensation	Rohrbach Corporation	4,338,563	8/11/00 - expiration date	CPRO P0089US
Electrical Resistance Corrosion Probe	Rohrbach Corporation	4,514,681	12/7/02 expiration date	CPRO P0090A-US
Retriever Tool	Rohrbach Corporation	4,537,071	11/23/03 expiration date	CPRO P0091US
Corrosion Measurement with Multiple Compensation	Rohrbach Corporation	4,587,479	7/16/04 expiration date	CPRO P0092US
Plated Sensor for Monitoring Corrosion or Electroplating	Rohrbach Corporation	4,839,580	6/13/01	CPRO P0093A-US
Plated Sensor for Monitoring Corrosion or Electroplating	Rohrbach Corporation	120158		CPRO P0093KR
Plated Sensor for Monitoring Corrosion or Electroplating	Rohrbach Corporation	4,755,744	1/21/06 expiration date	CPRO P0093US
Corrosion Probe with Temperature Measurement	Rohrbach Casasco Systems, Inc.	2,266,379	4/7/01	CPRO P0085GB
Corrosion Probe with Temperature Measurement	Rohrbach Casasco Systems, Inc.	5,243,297	9/7/00	CPRO P0085US
Retractor Tool	Rohrbach Casasco Systems, Inc.	4,841,787	6/27/00	CPRO P0095A-US
Scanner Head Assembly and Couplant System Therefor	Rohrbach Casasco Systems, Inc.	5,505,069	4/9/03	CPRO P0123US
High Pressure Access Fitting and Method	Rohrbach Casasco Systems, Inc.	2,296,058		CPRO P0124GB
High Pressure Access Fitting and Method	Rohrbach Casasco Systems, Inc.	5,653,477	8/9/00	CPRO P0124US
Corrosion Monitoring Tool	Rohrbach Casasco Systems, Inc.	5,627,749	5/6/04	CPRO P0125US
Ultrasonic Scanning Head and Method	Rohrbach Casasco Systems, Inc.	5,535,628	1/16/03	CPRO P0128US
Ultrasonic Scanning Head and Method	Rohrbach Casasco Systems, Inc.	5,626,148	4/29/04	CPRO P0128US
Cathodic Protection Reference Cell and Corrosion Center	Rohrbach Casasco Systems, Inc.	5,712,559	1/27/01	CPRO P0130US
Retrieval Tool Therefor and Methods	Rohrbach Casasco Systems, Inc.	5,639,975	6/17/00	CPRO P0131A-US
Probe Assembly System, Insertion and Retrieval Tool Therefor and Method	Rohrbach Casasco Systems, Inc.	5,770,609	6/23/01	CPRO P0131B-US
Probe Assembly System, Insertion and Retrieval Tool Therefor and Method	Rohrbach Casasco Systems, Inc.	5,621,181	4/15/04	CPRO P0131US
Acoustical Imaging System	Egnerford Scientific Royalty Trust - license agreement with ROS	4,825,557	2/20/05 expiration date	CPRO P0096US

Rohrbach Casasco Systems, Inc.
Patents Pending

Patent Title	Owner	Serial No.	Filing Date	Docket No.
High Pressure Access Fitting and Method	Rohrbach Casasco Systems, Inc.	2,155,101	8/15/95	CPRO P0124CA
High Pressure Access Fitting and Method	Rohrbach Casasco Systems, Inc.	P654110	10/16/95	CPRO P0124NO
Corrosion Monitoring Tool	Rohrbach Casasco Systems, Inc.	2,142,560	2/16/95	CPRO P0125CA
Corrosion Monitoring Tool	Rohrbach Casasco Systems, Inc.	950709	2/24/95	CPRO P0125NO

Trademark	Owner	Description	Reg Number	Reg Date	Renewal Date	Docket Number
ANOTROL	Rohrbach Corporation		243,316	4/2/80	1/30/05	CPRO.T0113MX
ANOTROL	Rohrbach Corporation		101130	10/15/60	9/29/01	CPRO.T0116SE
ANOTROL ANOTROL	Rohrbach Corporation Rohrbach Corporation		124,275 764,021	10/18/60 11/29/60	11/10/06 11/29/00	CPRO.T0126CA CPRO.T0129DE
CORRATER	Rohrbach Corporation		364,306	7/23/82	7/21/02	CPRO.T0132BX
CORROSOMETER		see pending schedule	769,571	see pending schedule	see pending schedule	CPRO.T0144A-J (AKA-CPRO.T0144
CORRATER	Rohrbach Corporation		821,216		4/29/05	CPRO.T0135DE
CORROSOMETER	Rohrbach Corporation		364,307	7/23/82	7/23/02	CPRO.T0139BX
CORROSOMETER	Rohrbach Corporation		122,167	5/12/61	5/12/06	CPRO.T0140CA
CORROSOMETER CORROSOMETER	Rohrbach Corporation Rohrbach Corporation		1,042,587 457,521	12/30/62 11/24/66	7/10/02 6/16/03	CPRO.T0142DE CPRO.T0143IT
SCALOMETER	Rohrbach Corporation		979,982	4/11/78	4/11/05	CPRO.T0149DE
ANDTROL	Rohrbach Casasco Systems, Inc	Electrical device for control of potential or current in electrochemical systems	718,858	7/25/61	7/25/01	CPRO.T0106US
ANDTROL	Rohrbach Casasco Systems, Inc	Apparatus for applying a controlled electrical potential to metals to minimize the corrosion thereof	718,868	7/25/61	1/14/04	CPRO.T0107US
ANOTROL	Rohrbach Casasco Systems, Inc		3,572	2/4/71	2/4/00	CPRO.T0125BX
ANOTROL	Rohrbach Casasco Systems, Inc		56,864	10/17/70	10/17/00	CPRO.T0130NO
CORRATER	Rohrbach Casasco Systems, Inc		8876729	11/29/71	12/3/09	CPRO.P0135GB
CORRATER	Rohrbach Casasco Systems, Inc	Corrosion rate meter for monitoring corrosivity of aqueous and other conductive liquids	804,221	2/22/56	2/22/06	CPRO.T0109US
CORRATER	Rohrbach Casasco Systems, Inc		243,315	3/17/60	1/30/05	CPRO.T0114MX
CORRATER	Rohrbach Casasco Systems, Inc		A377,627	6/30/82	6/30/03	CPRO.T0131AU
CORRATER	Rohrbach Casasco Systems, Inc	Instrument for measuring corrosion	280,484	6/17/83	6/17/03	CPRO.T0133CA
CORRATER	Rohrbach Casasco Systems, Inc		1,579,545	3/9/90	3/9/00	CPRO.T0134FR
CORRATER	Rohrbach Casasco Systems, Inc		115,793	2/16/84	2/16/04	CPRO.T0138NO
CORRDATA	Rohrbach Casasco Systems, Inc	Corrosion data monitors and hand held data loggers	1,839,889	6/14/94	6/14/04	CPRO.T0118US
CORROSOMETER	Rohrbach Casasco Systems, Inc	Electrical instrument to measure in milliseconds of an inch the progress of corrosion on tested specimens	665,713	6/12/56	6/12/06	CPRO.T0104US
CORROSOMETER	Rohrbach Casasco Systems, Inc		287,137		2/11/05	CPRO.T0116MX
CORROSOMETER	Rohrbach Casasco Systems, Inc		1,177,244	6/23/82	6/23/03	CPRO.T0117GB
CORROSOMETER	Rohrbach Casasco Systems, Inc		1,207,919	6/30/81	6/30/00	CPRO.T0141FR
CORROSOMETER	Rohrbach Casasco Systems, Inc	Probes, probe inserts and instruments for measuring corrosion	4340737	12/3/99	12/3/09	CPRO.T0144A-J (AKA-CPRO.T0144
CORROSOMETER	Rohrbach Casasco Systems, Inc		115,752	2/15/64	2/15/04	CPRO.T0145NO
CORROTEMP	Rohrbach Casasco Systems, Inc	Electrical instrument to measure temperature in a fluid stream	1,763,526	9/21/93	9/21/03	CPRO.T0111US
COSASCO	Rohrbach Casasco Systems, Inc	Equipment and fittings for pressure fluid systems	710,782	2/7/61	2/7/01	CPRO.T0105US
SCALOMETER	Rohrbach Casasco Systems, Inc	Instruments for measuring the presence and extent of scaling - namely surface scale measuring instruments for use in the water treatment and petroleum processing industries	1,200,601	7/13/82	7/13/02	CPRO.T0110US
SCALOMETER	Rohrbach Casasco Systems, Inc		1,459,045	4/6/98	4/6/06	CPRO.T0147FR

Trademark	Owner	Serial Number	Filing Date	Action	Docket Number
RCS LOGO	Rohrbach Casasco Systems Inc.	75/533,124	12/29/99	4/25/00 - received official filing receipt 7/11/00 - NEW	CPRO.T0116 US
ULTRACORR	Rohrbach Casasco Systems, Inc.	75/559,160	9/25/98	Statement of Use due - 2nd one - 1st improperly filed.	CPRO.T0153 US

EXHIBIT "C"
(See Section 3.8 of Security Agreement)

Legal description, county and street address of property on which
Fixtures are located:

See attached

Name and Address of Record Owner:

EXHIBIT C
TO
PLEDGE AND SECURITY AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

931 West Albion
Schaumburg, IL 60193

Lot 23 in Centex-Schaumburg Industrial Park Unit 167, being a subdivision in the Southwest Quarter of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

1090 Enterprise Drive
Medina, OH 44256

City of Medina, County of Medina and State of Ohio and known as being a part of Medina City Lot 4887 further bounded and described as follows: Beginning at the centerline intersection of Commerce Drive and Enterprise Drive; thence N. 89 14' 25" E., along the centerline of Enterprise Drive, 70.29 feet to a point therein; thence S. 0 45' 35" E., 30.00 feet to a point in the South Right-of-Way line of Enterprise Drive, said point being the principal place of beginning of the parcel described herein; thence N. 89 14' 25" E., along the South line of Enterprise Drive 124.71 feet to a point of curvature; thence Southeasterly along the South line of Enterprise Drive and the arc of a circle deflecting to the right, 131.93 feet to a point of reverse curvature, said arc having a central angle of 27 59' 44", a radius of 270.00 feet and a chord bearing S. 76 45' 43" E., 130.62 feet; thence Southeasterly, along the South line of Enterprise Drive and the arc of a circle deflecting to the left, 12.88 feet to an iron pin set, said arc having a central angle of 2 14' 39" E., 232.22 feet to an iron pin set; thence S. 89 6' 18" W., 398.73 feet to an iron pin set in the East Right-of-Way line of Commerce Drive; thence Northeasterly, along the East line of Commerce Drive and the arc of a curve deflecting to the right, 33.00 feet to a point of reverse curvature, said arc having a central angle of 7 00' 11", a radius of 270.00 feet and a chord bearing N. 35 30' 26" E., 32.98 feet; thence Northeasterly, along the East line of Commerce Drive and the arc of a curve deflecting to the left, 222.71 feet to a point of reverse curvature, said arc having a central angle of 38 40' 04", a radius of 330.00 feet and a chord bearing N. 19 00' 29" E., 218.51 feet; thence Northeasterly along the arc of a curve deflecting to the right, 62.06 feet to the principal place of beginning, said arc having a central angle of 88 53' 58", a radius of 40.00 feet and a chord bearing N. 44 47' 27" E., 56.02 feet, and containing therein 2.0000 Acres of Land, as surveyed in June, 1981, by Charles A. Rolling, Registered Surveyor No. 5569. The above described parcel now known as the whole of Medina City Lot 4909.

1055 West Smith Road
Medina, OH 44256

Situated in the City of Medina, County of Medina, State of Ohio and known as being a part of Medina City Lot 3255 further bounded and described as follows:

Beginning at the Southwest corner of City Lot 3255, said corner being in the centerline of C. H. 4 West Smith Road;

Thence N 0 22' 35" W along the West line of Lot 3255, 531.16 feet to a point therein;

Thence N 88 54' 05" E 406.74 feet to a point;

Thence S 1 05" 55" E, 531.12 feet to the centerline of West Smith Road;

Thence S 88 54' 05" W along the centerline of West Smith Road and the South line of Lot 3255, 413.43 feet to the place of land as surveyed November 1972 by Thomas A. Cunningham, Registered Surveyor No. 5274, be the same more or less, but subject to all legal highways, now known as being all of City Lot No. 3470.

6837 Krebs Road
Bakersfield, CA 93308

Parcel 1 of Parcel Map 5435 in the unincorporated area of the County of Kern, State of California, as per Parcel Map recorded July 24, 1980 in Book 25, Page 84 of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom all oil, gas and other minerals contained within the property hereinabove described, whether now known to exist or hereafter discovered; all oil, gas and other mineral rights belonging or appertaining to said property; the exclusive right to prospect for, drill for produce, mine, extract and remove oil, gas and other minerals upon, from and through said property; the exclusive right to inject in, store under and thereafter withdraw from said property oil, gas, and other minerals and products thereof whether produced from said property or elsewhere; the exclusive right to drill and operate whatever wells, construct, install, operate, maintain and remove whatever other facilities and do whatever else may be reasonably necessary on and in said property for the full enjoyment and exercise of the rights so expected and reserved; and the unrestricted right of ingress and egress from said property for all such purposes, by Deed recorded March 13, 1969 in Book 4256 Page 762 of Official Records.

EXHIBIT "D"
(See Sections 3.9 and 4.1.6 of Security Agreement)

EXISTING LIENS ON THE COLLATERAL

<u>Secured Party</u>	<u>Collateral</u>	<u>Principal Balance</u>	<u>Maturity</u>
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See attached.

EXHIBIT "D"
TO PLEDGE AND SECURITY AGREEMENT

Existing Liens

Corrpro Companies, Inc.

1. Mortgage with Harris Bank Bartlett is secured by real estate.
2. PNC has a lien on the assets under the operating lease facility between Corrpro Companies, Inc. and PNC Leasing Corp.

Corrtherm Inc.

1. The State of Ohio has two tax liens against Corrtherm Inc. related to Corporate Franchise Tax.

EXHIBIT "E"

List of Pledged Securities
(See Section 3.11 of Security Agreement)

A. STOCKS:

<u>Issuer</u>	<u>Certificate Number</u>	<u>Number of Shares</u>
See attached		

B. BONDS:

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
N/A				

C. GOVERNMENT SECURITIES:

<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
N/A					

D. OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED):

<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>
N/A		

EXHIBIT E
TO
PLEDGE AND SECURITY AGREEMENT

A. Stocks

<u>Issuer</u>	<u>Certificate Number</u>	<u>Number of Shares</u>
Rohrback Cosasco Systems, Inc.	2	1,000
Good-All Electric, Inc.	1	100
CCFC, Inc.	001	100
Ocean City Research Corporation	3	1,000
Catholic Protection Services Company (Common Stock)	2	2,000,000
Catholic Protection Services Company (Class A Common Stock)	2	6,000,000
Bass Software, Inc.	35	198