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

09-17-1999

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

101148238

9-17-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party [ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 8 11 99

Name: Vilter Manufacturing Corporation

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [ ] Citizenship/State of Incorporation/Organization: Wisconsin

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: LaSalle Business Credit, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 135 So. LaSalle Street

Address (line 2): Suite 400

Address (line 3): Chicago (City) IL (State/Country) 60603 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [ ] Citizenship/State of Incorporation/Organization: Delaware

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

09/20/1999 HTWAI1 00000013 73060469

01 FC:481 40.00 OP
02 FC:482 400.00 OP

FOR OFFICE USE ONLY

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

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

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

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

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name: Steven Buford

Address (line 1): 135 So. LaSalle Street

Address (line 2): Suite 400

Address (line 3):

Address (line 4): Chicago, IL 60603

Correspondent Name and Address Area Code and Telephone Number

Name: Federal Research Corp.

Address (line 1): 400 Seventh St NW

Address (line 2): Suite 101

Address (line 3): Washington DC 20004

Address (line 4):

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 50

Trademark Application Number(s) or Registration Number(s) ☐ Mark if additional numbers attached

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

Trademark Application Number(s)			~~Registration Number(s)~~		
75/060,469			1352664		1143942
			397464	1374573	2155331
			1352663	1037,382	2090035

Number of Properties Enter the total number of properties involved. # 17

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): $ 440.00

Method of Payment: Enclosed [x] Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Thomas G. Boyer, Esq., Attorney for the Receiving Party — Name of Person Signing

Thomas G. Boyer — Signature

8/19/99 — Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party
Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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

Trademark Application Number(s) or Registration Number(s) ☐ Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)		
			2080237	601645	
			1100121		
			702548		
			1362730		
			882857		
			637714		
			1234319		

PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE ("Mortgage") made as of this 11th day of August, 1999, by **VILTER MANUFACTURING CORPORATION**, a Wisconsin corporation, with its principal place of business at 5555 South Packard Avenue, Cudahy, Wisconsin 53110 ("Mortgagor"), in favor of **LASALLE BUSINESS CREDIT, INC.**, with an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Mortgagee"):

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement ("Security Agreement") and other related loan documents of even date herewith (collectively, with the Security Agreement, "Loan Agreements"), which Loan Agreements provide (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses;

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

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreements.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagor's "Liabilities" (as defined in the Security Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law or by the specific license agreements, upon the occurrence of an "Event of Default" (as defined in the Security Agreement) all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter

due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for, or bring injunctive proceedings with respect to, past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for, or bring injunctive proceedings with respect to, past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred individually as a "Trademark" and, collectively, as "Trademarks");

(iii) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof, but specifically excluding all such license agreements and licenses if and to the extent that Mortgagor is prohibited from transferring, assigning or granting a security interest in the same (all of the foregoing license agreements and Mortgagor's rights thereunder, subject to the exclusions set forth in this Section 2(iii), are referred to collectively as "Licenses");

(iv) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks; and

(v) the books, records, computer tapes or disks, instructions, flow diagrams, specification sheets, source codes, object codes, and any other physical manifestations or documentation relating to any of the foregoing.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) The Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been cancelled, in whole or in part, and are presently subsisting;

(ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using all of the Trademarks;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses and no claim has been made that the ownership or use of any of the Patents, Trademarks and Licenses owned or used by Borrower, or the manufacture, use or sale of any product made in accordance therewith or service rendered thereunder, does or may violate the rights of any third Person, and Borrower has no knowledge of any third-party rights which may be infringed or otherwise violated by the use of any of the Patents, Trademarks and Licenses;

(vi) Each of the Patents has been properly registered in the United States Patent Office, or the appropriate Foreign Filing Offices, as the case may be, and each of the Trademarks has been properly registered with the United States Patent and Trademark Office, or the appropriate Foreign Filing Offices, as the case may be. Borrower has properly completed all required filings, payments, renewals and obligations in the United States Patent and Trademark or the appropriate Foreign Filing Offices, as the case may be, to maintain the Patents, Trademarks and Licenses as fully valid and enforceable; and

(vii) Mortgagor has the right to execute and deliver this Mortgage and perform its terms and has entered into or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

(viii) The Patents, Trademarks and Licenses described on Exhibits A, B and C hereto constitute all the Patents, Trademarks and Licenses which or in which Mortgagor, as of the date hereof, owns, possesses or has an interest.

4. Restrictions on Future Agreements. Mortgagor agrees that until Mortgagor's Liabilities shall have been satisfied in full and the Loan Agreements shall have been terminated, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (solely with respect to the Patents and the Tradenames), which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before Mortgagor's Liabilities shall have been satisfied in full or before the Loan Agreements have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses or any improvement on any Patent, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) Mortgagor's Liabilities have been paid in full and the Loan Agreements have been terminated. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

7. Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred, Mortgagee hereby grants to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account and for none other. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof.

Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7, without the prior written consent of Mortgagee. From and after the occurrence of an Event of Default, Mortgagor's license with respect to the Patents, Trademarks and Licenses set forth in this Section 7 shall terminate forthwith, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any of the jurisdictions in which the Patents, Trademarks or Licenses may be located.

8. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of Mortgagor's Liabilities and termination of the Loan Agreements, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagor's Liabilities and termination of the Loan Agreements, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreements.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of Mortgagor's Liabilities and shall bear interest at the rate for "Revolving Loans" (as defined in the Security Agreement).

11. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until Mortgagor's Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, (iv) to keep the Patents, Trademarks and Licenses free from any and all liens and encumbrances except those granted hereunder and created under the Loan Agreements and Permitted Liens (as defined in the Security Agreement); and (v) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee.

12. Mortgagee's Right to Sue. After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

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

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

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

16. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone at public or private sale or sales, at Mortgagor's office or elsewhere, for cash or on credit or for future delivery and upon such other terms as Mortgagee deems commercially reasonable; or (v) demand, collect, receive payment of, give receipts for, and give discharges and releases of, all or any of the Patents, Trademarks or Licenses; or (vi) to sign the name of Borrower on any invoice relating to any of the Patents, Trademarks or Licenses; or (vii) to commence and prosecute any and all suits, actions, or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Patents, Trademarks or Licenses or to enforce any rights in respect of any Patents, Trademarks or Licenses; or (viii) to settle, compromise, compound, adjust, or defend any actions, suits, or proceedings relating to or pertaining to any or any of the Patents, Trademarks or Licenses; or (ix) to license or, to the extent permitted by applicable law, sub-license, whether general, special, or otherwise, and whether on an exclusive or non-exclusive basis, any Patent, Trademark, or License, throughout the world for such term or terms, on such conditions, and in such a manner as the Mortgagee shall determine; or (x) generally use, sell, assign, transfer, pledge, make any agreement with respect to, or otherwise deal with all or any of the Patents, Trademarks or Licenses, and to do all other acts and things necessary to carry out the purpose of this Agreement, as fully and completely as though the Mortgagee were the absolute owner of the Patents, Trademarks or Licenses for all purposes. Mortgagee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Mortgagee may bid or become a purchaser at any public or private sale or sales of the Patents, Trademarks and Licenses free of any right or equity of redemption. Mortgagee may also bid and become a purchaser at any public or private sale or sales of the Patents, Trademarks and Licenses free of any right or equity of redemption. Mortgagor agrees that such attorney shall not be obligated to give more than ten (10) days written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. Mortgagor shall be jointly and severally liable for all expenses of retaking, holding, preparing for sale, or the like, and all reasonable attorneys' fees, legal expenses and all other costs and expenses incurred by the Mortgagee in connection with the collection of the Liabilities and the enforcement of the Mortgagee's rights under the Loan Agreement. Such attorney shall not be obligated to make any sale of Patents, Trademarks and Licenses if it shall determine not to do so, regardless of the fact that notice of sale of Patents, Trademarks and Licenses may have been given. Such attorney may, without notice or publication, adjourn from time to time by announcement of the time and place fixed for sale, and such sale may, without further notice, be made at any time and place to which the same was so adjourned. To the fullest extent

permitted by applicable law, Mortgagor agrees that it will not at any time insist upon, pledge, claim or take benefit or advantage of any law nor or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Mortgagor for itself, such Mortgagor's representatives, receivers, trustees, successors and assigns, and for any and all Persons claiming any interest in the Patents, Trademarks and Licenses, hereby WAIVES and RELEASES all rights of redemption, valuation, appraisement, and all rights to marshalling of the assets of Mortgagor, including the Patents, Trademarks and Licenses.

This power of attorney shall be irrevocable until Mortgagor's Liabilities shall have been paid in full and the Security Agreement, including any amendments thereto, has been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

17. Binding Effect; Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreements.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

ATTEST:

K E Cregier
Title: Secretary

VILTER MANUFACTURING CORPORATION

By: [signature]
Title: President

AGREED AND ACCEPTED this 11th day of August, 1999.

LASALLE BUSINESS CREDIT, INC.

By: [signature]
Title: Sr VICE PRESIDENT

THIS INSTRUMENT PREPARED BY AND
AFTER FILING RETURN TO:

Thomas G. Boyer, Esq.
Davis & Kuelthau, S.C.
111 E. Kilbourn, Suite 1400
Milwaukee, WI 53202

TRADEMARK
REEL: 001959 FRAME: 0062

ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Milwaukee)

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 11 day of August, 1999, by P G Szymaszek and F.E. Wagner, personally known to me to be the President and Secretary, respectively, of Vilter Manufacturing Corporation, a Wisconsin corporation, on behalf of such corporation.

Notary Public

Milwaukee County, WI

My Commission expires:

is permanent

ACKNOWLEDGMENT

STATE OF Wisconsin)
) SS
COUNTY OF Milwaukee)

I, Michael D. Regenfuss, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Bruce A. Springer, the Senior Vice President of LaSalle Business Credit, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of August, 1999.

Michael D. Regenfuss
My Commission is Permanent.

EXHIBIT A

PATENTS

VILTER MANUFACTURING CORPORATION
Patent and Patent Applications
as of January 5, 1999

TITLE								
WHD File Number	Country	Type	Inventor(s)	Serial Number	Filing Date	Patent Number	Issue Date	Status
Valve Body Compressing Sheet Metal Hemispheres and Method for Making Same								
VMC-4500	United States	Utility	Kocher, E.J.	668,670	11/06/84	4,801,125	01/31/89	Maintenance fee due: 11-1/2 year: 07/31/00 Expires: 01/01/06
Mounting Means for Valve Disc								
VMC-4501	United States	Utility	Schintgen, R.J.	784,776	10/07/85	4,634,093	10/07/85	Expires: 10/07/05
Connective Rod and Bearing Assembly Therefor								
VMC-4502	United States	Utility	Kocher, E.J.	677,930	12/04/84	4,567,815	02/04/86	Expires: 12/04/04
Means to Reduce Vibration in Check Valves and Stop/Check Valves Caused by Pulsating Low Fluid Flow								
VMC-4503	United States	Utility	Kocher, E.J.	489,252	03/05/90	4,945,941	08/07/90	Maintenance fees due: 11-1/2 year: 02/07/02 Expires: 03/05/10

TRADEMARK
REEL: 001959 FRAME: 0066

TITLE

WHD File Number	Country	Type	Inventor(s)	Serial Number	Filing Date	Patent Number	Issue Date	Status
Ice-Thickness Sensing Device in Refrigeration System								
VMC-4504	United States	Utility	Kocher, E.J. Kopp, J.K.	670,014	11/13/84	4,551,982	11/12/85	Abandoned: 11/12/97
Evaporative Condenser with Fogging Nozzle								
VMC-4505	United States	Utility	Kocher, E.J.	490,789	03/08/90	4,974,422	12/04/90	Maintenance fees due: 11-1/2 year: 06/04/02 Expires: 03/08/10
Sealing Means for Valve Spindle								
VMC-4506	United States	Utility	Kocher, E.J.	516,685	07/25/83	4,512,550	11/13/84	Expires: 07/25/03
Means to Measure, Indicate and Regulate Thickness of Ice in Refrigeration System								
VMC-4507	United States	Utility	Kocher, E.J. Kopp, J.K.	503,806	06/13/83	4,497,181	02/05/85	Expires: 06/13/03
Refrigeration Compressor Having Multi-Part Crankshaft								
VMC-4508	United States	Utility	Kocher, E.J.	831,772	09/09/77	4,168,636	05/23/79	Expires: 09/09/97

TRADEMARK
REEL: 001959 FRAME: 0067

TITLE

WHD File Number	Country	Type	Inventor(s)	Serial Number	Filing Date	Patent Number	Issue Date	Status
Means for Releasably Securing Hand-Wheel to Valve Spindle								
VMC-4509	United States	Utility	Kocher, E.J.	516,898	07/25/83	4,450,856	05/29/84	Expires: 07/25/03
Apparatus for Separating Liquid Droplets from Gas								
VMC-4510	United States	Utility	Kocher, E.J.	598,992	04/11/84	4,516,994	05/14/85	Abandoned: 11/04/96
Compressor Capacity Control Apparatus								
VMC-4511	United States	Utility	Hikade, R.C.	685,848	12/24/84	4,588,359	05/13/86	Expires: 12/24/04
Means for Securing Valve Disc to Valve Spindle								
VMC-4512	United States	Utility	Hikade, R.C. Swift, G.	516,686	07/25/83	4,484,596	11/27/84	Expires: 07/25/03
Refrigeration System with Refrigerant Cooling of Compressor and its Oil								
VMC-4513	United States	Utility	Brauch, P.J. Szymaszek, P.G.	86,587	03/10/81	4,254,637	03/10/81	Expires: 10/19/99

TRADEMARK
REEL: 001959 FRAME: 0068

TITLE

WHD File Number	Country	Type	Inventor(s)	Serial Number	Filing Date	Patent Number	Issue Date	Status
Compressor Slide Valve Control								
VMC-4514	United States	Utility	Langouet, L.	850,583	03/13/92	5,183,395	02/02/93	Maintenance fees due: 7-1/2 year: 08/02/00 11-1/2 year: 08/02/04 Expires: 03/13/12
VMC-4514-CA	Canada	Utility	Langouet, L.	2,131,181	11/09/92	2,131,181	06/16/98	Annual annuities due 11/09 Expires: 11/09/2012
VMC-4514-EP	European	Utility	Langouet, L.	92 92 5164.3	11/30/91 11/09/92?	--	--	Grant Fee and Translations filed 10/19/98; Annual annuities due 11/30
VMC-4514-JP	Japan	Utility	Langouet, L.	5-515640	11/09/92	2,588,364	12/05/96	Annuity due 12/05/99; Expires: 11/09/12
VMC-4514-WO	Patent Cooperation Treaty	Utility	Langouet, L.	US92 09735	11/09/92	--	--	Designated Countries - National: CA, GB, DE, SE, JP

TRADEMARK
REEL: 001959 FRAME: 0069

TITLE

WHD File Number	Country	Type	Inventor(s)	Serial Number	Filing Date	Patent Number	Issue Date	Status
Bearing and Seal Assembly								
VMC-4515	United States	Utility	Langouet, L.	734,747	07/23/91	5,085,518	02/04/92	Maintenance fees due: 7-1/2 year: 08/04/99 11-1/2 year: 08/04/03 Expires: 07/23/11
Oil Separator for Separating and Collecting Oil Entrained in Refrigerant								
VMC-4516	United States	Utility	Szymaszek, P.G. Schintgen, R.J.	406,453	09/13/89	4,906,264	03/06/90	Abandoned: 03/06/98
Oil Separator and Gas Pressure Equalizer Means for Reciprocating Gas Compressor								
VMC-4517	United States	Utility	Schintgen, R.J.	273,242	11/18/88	4,887,514	12/19/89	Abandoned: 12/19/97
Multi-Stage Gas Compressor System and Desupreheater Means Therefor								
VMC-4518	United States	Utility	Pallanch, F.T.	665,565	10/29/84	4,554,799	11/26/85	Abandoned: 11/26/97
Connecting Rod Bearing Assembly								
VMC-4519	United States	Utility	Nikolaus, J.G.	169,104	03/09/88	4,856,366	08/15/89	Maintenance fee due: 11-1/2 year: 02/15/01 Expires: 03/09/08

TRADEMARK
REEL: 001959 FRAME: 0070

TITLE

WHD File Number	Country	Type	Inventor(s)	Serial Number	Filing Date	Patent Number	Issue Date	Status
Method for Operating Dual Slide Valve Rotary Gas Compressor								
VMC-4520	United States	Utility	Kocher, E.J. Szymaszek, P.G.	908,016	09/16/86	4,704,069	11/03/87	Maintenance fee due: 11-1/2 year: 05/03/99 Expires: 09/16/06
Liquid Level Control for Refrigeration System								
VMC-4521	United States	Utility	Kocher, E.J.	95,870	09/14/87	4,865,073	09/12/89	Abandoned: 09/12/97
Defrost Apparatus for Refrigeration System and Method of Operating Same								
VMC-4522	United States	Utility	Pallanch, F.T.	855,741	04/25/86	4,660,384	04/28/87	Maintenance fee due: 11-1/2 year: 04/28/99 Expires: 04/25/06
Rotary Screw Compressor and Method for Providing Thrust Bearing Force Compensation								
VMC-4523	United States	Utility	Szymaszek, P.G.	850,504	03/13/92	5,207,568	05/04/93	Maintenance fees due: 7-1/2 year: 11/04/00 11-1/2 year: 11/04/04 Expires: 03/13/12
VMC-4523-EP	European Patent	Utility	Szymanzek, P.G.	93 90 5055.5	02/29/92	–	–	Fees for grant and translations filed 11/19/98; Annual annuities due 02/28

TRADEMARK
REEL: 001959 FRAME: 0071

TITLE

WHD File Number	Country	Type	Inventor(s)	Serial Number	Filing Date	Patent Number	Issue Date	Status
VMC-4523-JP	Japan	Utility	Szymaszek, P.G.	5-515692	02/16/93	--	--	Pending. Request for examination due 02/16/00
VMC-4523-WO	Patent Cooperation Treaty	Utility	Szymaszek, P.G.	US93/1350	02/16/93	--	--	Published. Designated Countries - National: GB, DE, SE, DK, JP
Control Means for Gas Compressor Having Dual Slide Valves								
VMC-4524	United States	Utility	Szymaszek, P.G.	740,817	06/03/85	4,610,613	09/09/86	Expires: 06/03/05
VMC-4524-FR	France	Utility	Szymaszek, P.G.	86 06477	05/05/86	2,582,743	11/06/92	Annual annuities due 05/05 Expires: 05/05/06
VMC-4524-JP	Japan	Utility	Szymaszek, P.G.	100774/86	04/30/86	1,986,962	11/08/95	Annual annuities due 01/30 Expires: 04/30/06
VMC-4524-NL	Netherlands	Utility	Szymaszek, P.G.	8601383	05/29/86	192,998	07/03/98	Annual annuities due 05/29 Expires: 05/29/2006

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REEL: 001959 FRAME: 0072

TITLE

WHD File Number	Country	Type	Inventor(s)	Serial Number	Filing Date	Patent Number	Issue Date	Status
Seating Seal Means for Disc-Type Valve								
VMC-4525	United States	Utility	Szymaszek, P.G. Schumacher, E.	429,015	10/30/89	4,923,173	05/08/90	Maintenance fees due: 11-1/2 year: 11/08/01 Expires: 10/30/09
Oil Cooling Means for Refrigeration Screw Compressor								
VMC-4526	United States	Utility	Szymaszek, P.G. Hall, R.A.	159,502	06/16/80	4,275,570	06/30/81	Expires: 06/16/00
Control System for Variable Capacity Gas Compressor								
VMC-4527	United States	Utility	Szymaszek, P.G.	763,659	01/28/77	4,080,110	03/21/78	Expired: 03/21/95
VMC-4527-CA	Canada	Utility	Szymaszek, P.G.	416,481	11/26/82	1,167,655	05/22/84	Expires: 12/26/02
VMC-4527-JP	Japan	Utility	Szymaszek, P.G.	227,871/82	12/28/92	1,502,491	06/28/89	Abandoned: 09/13/94
Rotary Screw Gas Compressor Having Dual Slide Valves								
VMC-4528	United States	Utility	Kocher, E.J.	740,816	06/03/85	4,610,612	09/09/86	Expires: 06/03/05
VMC-4528-FR	France	Utility	Kocher, E.J.	86 06479	05/05/86	2,582,742	11/06/92	Annual annuities due 05/05 Expires: 05/05/06

TRADEMARK
REEL: 001959 FRAME: 0073

TITLE

WHD File Number	Country	Type	Inventor(s)	Serial Number	Filing Date	Patent Number	Issue Date	Status
VMC-4528-JP	Japan	Utility	Kocher, E.J.	100773/86	04/30/86	1,998,143	12/08/95	Annual annuities due 02/15 Expires: 04/30/06
VMC-4528-NL	Netherlands	Utility	Kocher, E.J.	8601382	05/29/86	193,151	12/04/98	Annual annuities due 05/29 Expires: 05/29/06
VMC-4528-GB	United Kingdom	Utility	Kocher, E.J.	8608506	04/08/86	2,176,243	04/08/86	Annual annuities due 04/08 Expires: 06/03/05
Gauge Mounting								
VMC-4529	United States	Utility	Silverman, A.A. Kocher, E.J.	492,017	07/26/74	3,915,008	10/28/75	Expired: 10/28/92
VMC-4529-CA	Canada	Utility	Silverman, A.A. Kocher, E.J.	230,830	07/04/75	1,025,230	01/31/78	Expired: 07/04/95
VMC-4529-JP	Japan	Utility	Silverman, A.A.	227,871/82	12/28/92	1,024,352	11/28/80	Expired: 04/09/95
Oil Cooling Apparatus for Refrigeration Screw Compressor								
VMC-4530	United States	Utility	Szymaszek, P.G.	336,501	12/31/81	4,419,865	12/13/83	Expires: 12/31/01
VMC-4530-GB	United Kingdom	Utility	Szymaszek, P.G.	8234004	11/29/82	2,112,916	04/17/85	Abandoned: 09/13/94

TRADEMARK
REEL: 001959 FRAME: 0074

TITLE

WHD File Number	Country	Type	Inventor(s)	Serial Number	Filing Date	Patent Number	Issue Date	Status
VMC-4530-JP	Japan	Utility	Szymaszek, P.G.	91025/75	07/25/75	1,024,352	11/28/80	Abandoned: 09/13/94
VMC-4530-SE	Sweden	Utility	Szymaszek, P.G.	8207389-1	12/23/82	8207389-1	12/23/82	Annual annuities due 12/23 Expires: 12/23/02

TRADEMARK
REEL: 001959 FRAME: 0076

EXHIBIT B

TRADEMARKS

EXHIBIT C

Licenses

1) License Agreement between Vilter Manufacturing Corporation and Monovis, Inc. (as assignee of Monovis B.V.) effective as of February 1, 1983, as amended September 8, 1997 and July 20, 1998

2) License Agreement between Vilter Manufacturing Corporation and Svenska Rotor Maskiner AB effective November 15, 1989, as amended February 6, 1996.

VILTER MANUFACTURING CORPORATION
Trademark Applications and Registrations
as of January 5, 1999

MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
450XL							
VMC-4550	United States	530,230	04/02/85	1,374,573	12/10/85 (1)	7 - Reciprocating compressors	Renewal due 12/10/2005
VMC-4550-CA	Canada	633,748	06/07/89	369,140	06/01/90	Reciprocating compressors	Renewal due 06/01/2005
VMC-4550-CA(S)	California			80363	03/05/86	23 - Reciprocating refrigeration compressor machines, and parts therefor	Allowed to lapse - mark covered under US Reg. No. 1,374,573
VMC-4550-NE(S)	Nebraska			46008	02/27/86	23 - Cutlery, machinery and tools and parts therefor	Renewal due 01/11/2006
VMC-4550-OR(S)	Oregon			T20712	03/10/86	111 - Installation for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes	Allowed to lapse - mark covered under US Reg. No. 1,374,573
VMC-4550-WA(S)	Washington			16331	02/28/86	23 - Reciprocating refrigeration compressor machines, and parts therefor	Allowed to lapse - mark covered under US Reg. No. 1,374,573
VMC-4550-WI(S)	Wisconsin					Reciprocating refrigeration compressor machines	Renewal due 03/12/2006
ECON-O-MIZER							
VMC-4552	United States	54,989	06/12/75	1,037,382	04/06/76 (2)	11 - Refrigeration systems having a screw compressor and for use in connection with food and chemical industries and industrial and commercial air conditioning systems	Allowed to lapse 04/06/96

TRADEMARK
REEL: 001959 FRAME: 0078

MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4552-WI(S)	Wisconsin					Refrigeration systems having a screw compressor and for use in connection with food and chemical industries, and industrial and commercial air conditioning systems	Renewal due 02/13/2005
GENUINE VILTER PART and Logo							
VMC-4560	United States	214,164	05/03/79	1,143,942	12/23/80 (2)	7 - Reciprocating compressors screw compressors, and rotary booster compressors and parts and fittings therefor 11 - Refrigeration machines, installations and systems comprising evaporators, condensers, chillers, air coolers, heat exchangeres, air cooled condensing units, control panels, oil separators, pressure vessels, valves, tanks and parts and fittings therefor	Renewal due 12/23/2000
VMC-4560-CA	Canada	633,721	06/07/89	372,779	08/31/90	Reciprocating compressors, screw compressors and rotary booster compressors and parts and fittings therefor; refrigeration machines, installations and systems comprising: evaporators, condensers, chillers, air coolers, heat exchangers, air cooled condensing units, control panels, oil separators, pressure vessels, valves, tanks and parts and fittings therefor	Renewal due 08/31/2005

TRADEMARK
REEL: 001959 FRAME: 0079

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WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4560-CA(S)	California			73731	07/10/84	34 - Refrigeration, air conditioning and heat exchanging equipment, installations and systems and components and parts therefor, compressors and parts therefor	Renewal due 07/10/2004
VMC-4560-NE(S)	Nebraska			17040	07/05/84	31 - Filters and refrigerators	Renewal due 07/05/2004
VMC-4560-OR(S)	Oregon			T19520	07/05/84	111 - Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes	Renewal due 07/05/99
VMC-4560-WA(S)	Washington			15162	07/06/84	Refrigeration, air conditioning and heat exchanging equipment, installations and systems and components therefore, and compressors and parts therefor	Renewal due 07/06/2004
VMC-4560-WI(S)	Wisconsin				02/13/85	Air coolers, heat exchangers, air cooled condensing units, control panels, oil separators, pressure vessels, valves, tanks and parts and fittings therefor	Renewal due 02/13/2005

TRADEMARK
REEL: 001959 FRAME: 0080

MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
GENUINE VILTER PART							
VMC-4560-A	United States	75/060,469	02/21/96	N/A	N/A (4)	7 - Reciprocating compressors, screw compressors and rotary booster compressors and parts therefor, all for industrial refrigerator and freezer systems 11 - Refrigeration machines, namely, refrigerators and freezers and industrial refrigeration systems comprising one or more of the following - evaporators, condensors, chillers, air coolers, heat exchangers, air cooled condensing units, control panels, separators for removing oil from gas, pressure vessels, stop check and expansion valves, liquid refrigerant tanks, and parts therefor	Abandoned 12/08/97 by not filing statement of use
VMC-4560-A-AR	Argentina	2,045,432	08/21/96	1,646,350	10/03/97	7 - Reciprocating compressors, screw compressors and rotary booster compressors and parts therefor, all for industrial refrigerator and freezer systems	Renewal due 10/03/2007

TRADEMARK
REEL: 001959 FRAME: 0081

MARK

WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4560-A-AR-A	Argentina	2,045,433	08/21/96	1,646,351	10/03/97	11 - Refrigeration machines, namely, refrigerators and freezers and industrial refrigeration systems comprising one or more of the following - evaporators, condensors, chillers, air coolers, heat exchangers, air cooled condensing units, control panels, separators for removing oil from gas, pressure vessels, stop check and expansion valves, liquid refrigerant tanks, and parts therefor	Renewal due 10/03/2007

TRADEMARK
REEL: 001959 FRAME: 0082

MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4560-A-AU	Australia	715,642	08/21/96	715,642	08/21/96	11 - Refrigeration machines, installations and systems including evaporators, gas condensers, chillers, air coolers, heat exchange valves in class 11, tanks, oil filters and refrigerators, freezers for making ice and brine coolers; apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes, parts and fittings therefor 7 - Condensing installations including air cooled condensing units, air separators, steam/oil separators, compressors (parts of machines), compressors for refrigerators, reciprocating compressors, screw compressors, rotary compressors, pressure valves (parts of machines), parts and fittings in class 7 for all the foregoing 9 - Control panels (electricity), detectors namely leak detectors, parts and fittings in class 9 for all the foregoing	Renewal due 08/21/2006

TRADEMARK
REEL: 001969 FRAME: 0083

MARK

WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4560-A-BR	Brazil	819.430.480	08/21/96	N/A	N/A	7 - Reciprocating compressors, screw compressors and rotary booster compressors and parts and fittings therefor 11 - Refrigeration machines, installations and systems comprising; evaporators, condensers, chillers, air coolers, heat exchangers, air cooled condensing units, control panels, oil separators, pressure vessels, valves, tanks and parts and fittings therefor	Registration fee due 01/23/99
VMC-4560-A-CL	Chile	356,172	09/27/96	491,368	08/11/97	7 - Reciprocating compressors, screw compressors and rotary booster compressors and parts and fittings therefor 11 - Refrigeration machines, installations and systems comprising: Evaporators, condensers, chillers, air collers, heat exchangers, air cooled condensing units, control panels, oil separators, pressure vessels, valves, tanks and parts and fittings therefor	Renewal due 08/11/2007
VMC-4560-A-MX	Mexico	271,760	08/21/96	551,044	06/24/97	7 - Reciprocating compressors, screw compressors and rotary booster compressors and parts and fittings thereof	Renewal due 08/21/2006

TRADEMARK
REEL: 001969 FRAME: 0084

MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4560-A-MX-A	Mexico	271,763	08/21/96	N/A	N/A	11 - Refrigeration machines, installations and systems comprising: evaporators, condensors, chillers, air coolers, heat exchangers, air cooled condensing units, control panels, oil separators, pressure vessels, valves, tanks and parts and fittings thereof	Response to Office Action filed 10/17/97; awaiting next action
GENUINE VILTER PART and Design							
VMC-4560-B	United States	75/060,837	02/22/96	2,155,331 (5)	05/05/98	7 - Reciprocating compressors, screw compressors and rotary booster compressors and parts therefor, all for industrial refrigerator and freezer systems 11 - Refrigeration machines, namely refrigeration systems comprising one or more of the following: evaporators, condensors, chillers, air coolers, heat exchangers, air cooled condensing units, control panels, separators for removing oil from gas, pressure vessels, stop check and expansion valves, liquid refrigerant tanks, and parts therefor	Affidavit of Use due 05/05/2004; Renewal due 05/05/2008
VMC-4560-B-AR	Argentina	2,045,434	08/21/96	1,646,352	10/03/97	7 - Reciprocating compressors, screw compressors and rotary booster compressors and parts and fittings therefor	Renewal due 10/03/2007

TRADEMARK
REEL: 001959 FRAME: 0085

MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4560-B-AR-A	Argentina	2,045,435	08/21/96	1,646,353	10/03/97	11 - Refrigeration machines, installations and systems comprising: Evaporators, condensers, chillers, air coolers, heat exchangers, air cooled condensing units, control panels, oil separators, pressure vessels, valves, tanks and parts and fittings therefor	Renewal due 10/03/2007
VMC-4560-B-AU	Australia	715,639	08/21/96	715,639	08/21/96	11 - Refrigeration machines, installations and systems including evaporators, gas condensers, chillers, air coolers, heat exchange valves in class 11, tanks, oil filters and refrigerators, freezers for making ice and brine coolers; apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes, parts and fittings therefor 7 - Condensing installations including air cooled condensing units, air separators, steam/oil separators, compressors (parts of machines), compressors for refrigerators, reciprocating compressors, screw compressors, rotary compressors, pressure valves (parts of machines), parts and fittings in class 7 for all the foregoing 9 - Control panels (electricity), detectors namely leak detectors, parts and fittings in class 9 for all the foregoing	Renewal due 08/21/2006

TRADEMARK
REEL: 001959 FRAME: 0086

MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4560-B-BR	Brazil	819.431.559	08/22/96	N/A	N/A	7 - Reciprocating compressors, screw compressors and rotary booster compressors and parts and fittings therefor	Registration fee due 01/23/99
VMC-4560-B-CL	Chile	356,173	09/27/96	491,369	08/11/97	7 - Reciprocating compressors, screw compressors and rotary booster compressors and parts and fittings therefor 11 - Refrigeration machines, installations and systems comprising: Evaporators, condensers, chillers, air collers, heat exchangers, air cooled condensing units, control panels, oil separators, pressure vessels, valves, tanks and parts and fittings therefor	Renewal due 08/11/2007
VMC-4560-B-MX	Mexico	271,761	08/21/96	N/A	N/A	7 - Reciprocating compressors, screw compressors and rotary booster compressors and parts and fittings therefor	Application matured; associate requested corrected certificate; will forward upon receipt of corrected certificate
VMC-4560-B-MX-A	Mexico	271,762	08/21/96	542,807	02/27/97	11 - Refrigeration machines, installations and systems comprising: Evaporators, condensers, chillers, air collers, heat exchangers, air cooled condensing units, control panels, oil separators, pressure vessels, valves, tanks and parts and fittings therefor	Renewal due 08/21/2006

TRADEMARK
REEL: 001959 FRAME: 0087

MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
INTERLOCKING TRIANGLE Design							
VMC-4564	United States	75/059,172	02/16/96	2,090,035 (6)	08/19/97	11 - Industrial refrigeration systems comprising one or more of the following, evaporators, chillers, air coolers, heat exchangers, condensers, air cooled condensing units, separators for removing oil from gas, oil filters, reciprocating compressors, screw compressors, rotary compressors, stop valves, stop check valves, expansion valves, leak detectors and parts for each of the above, refrigerators freezers for making ice and brine coolers for industrial use	Affidavit of Use due 08/19/2002; Renewal due 08/19/2007
VMC-4564-AR	Argentina	2,045,431	08/21/96	1,646,378	10/03/97	11 - Refrigeration systems comprising evaporators, chillers, air coolers, heat exchangers, condensers, air cooled condensing units, oil separators, oil filters, reciprocating compressors, screw compressors, rotary compressors, valves, leak detectors and parts and fittings therefor, refrigerators, freezers for making ice and brine coolers	Renewal due 10/03/2007

TRADEMARK
REEL: 001959 FRAME: 0088

MARK

WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4564-AU	Australia	715,641	08/21/96	715,641	08/21/96	11 - Refrigeration machines, installations and systems including evaporators, gas condensers, chillers, air coolers, heat exchange valves in class 11, tanks, oil filters and refrigerators, freezers for making ice and brine coolers; apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes, parts and fittings therefor 7 - Condensing installations including air cooled condensing units, air separators, steam/oil separators, compressors (parts of machines), compressors for refrigerators, reciprocating compressors, screw compressors, rotary compressors, pressure valves (parts of machines), parts and fittings in class 7 for all the foregoing 9 - Control panels (electricity), detectors namely leak detectors, parts and fittings in class 9 for all the foregoing	Renewal due 08/21/2006

TRADEMARK
REEL: 001959 FRAME: 0089

MARK

WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4564-BR	Brazil	819.557.579	10/14/96	N/A	N/A	11 - Refrigeration systems comprising evaporators, chillers, air coolers, heat exchangers, condensers, air cooled condensing units, oil separators, oil filters, reciprocating compressors, screw compressors, rotary compressors, valves, leak detectors and parts and fittings therefor, refrigerators, freezers for making ice and brine coolers	Pending. Awaiting publication by Brazilian Trademark Office
VMC-4564-CL	Chile	356,174	09/27/96	488,233	06/20/97	11 - Refrigeration systems comprising evaporators, chillers, air coolers, heat exchangers, condensers, air cooled condensing units, oil separators, oil filters, reciprocating compressors, screw compressors, rotary compressors, valves, leak detectors and parts and fittings therefor, refrigerators, freezers for making ice and brine coolers	Renewal due 06/20/2007
VMC-4564-MX	Mexico	271,764	08/21/96	N/A	N/A	11 - Refrigeration systems comprising evaporators, chillers, air coolers, heat exchangers, condensers, air cooled condensing units, oil separators, oil filters, reciprocating compressors, screw compressors, rotary compressors, valves, leak detectors and parts and fittings therefor, refrigerators, freezers for making ice and brine coolers	Pending. Awaiting action by Mexican Trademark Office

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
INTERLOCKING TRIANGLE Design (Color)							
VMC-4564-A	United States	75/059,300	02/16/96	2,080,237 (7)	07/15/97	11 - Industrial refrigeration systems comprising one or more of the following, evaporators, chillers, air coolers, heat exchangers, condensers, air cooled condensing units, separators for removing oil from gas, oil filters, reciprocating compressors, screw compressors, rotary compressors, stop valves, stop check valves, expansion valves, leak detectors and parts for each of the above, refrigerators, freezers for making ice and brine coolers for industrial use	Affidavit of Use due 07/15/2002; Renewal due 07/15/2007
POWER PINCHER							
VMC-4551	United States	129,976	06/13/77	1,100,121 (8)	08/22/78	11 - Propeller fan evaporative and air conditioning	Allowed to lapse
VMC-4551-WI(S)	Wisconsin				02/13/85	Propeller fan evaporative condensors for refrigeration and air conditioning	Renewal due 02/13/2005

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
STEDY-MOUNT							
VMC-4553	United States	79,732	08/17/59	702,548 (9)	08/09/60	9 - Oscillatory pressure gauges and mounting therefor	Renewal due 08/09/2000
VMC-4553-CA	Canada	633,756	06/07/89	369,025	05/25/90	Oscillatory pressure gauges and mountings therefor	Renewal due 05/25/2005
VMC-4553-WI(S)	Wisconsin				02/13/85	Oscillatory pressure gauges and mountings therefor	Renewal due 02/13/2005
SUPER SEPARATOR							
VMC-4561	United States	485,475	06/15/84	1,362,730 (10)	09/24/85	7 - Mechanical apparatus for removing oil from refrigerant and returning the oil to the compressor in industrial reciprocating compressors for refrigeration/air conditioning systems	Renewal due 09/24/2005
VMC-4561-WI(S)	Wisconsin				02/13/85	Devices for separating oil from gas in large refrigeration system	Renewal due 02/13/2005
TRI-MICRO							
VMC-4559	United States	72/319,987	02/24/69	882,857 (11)	12/23/69	11 - Oil filters	Renewal due 12/23/99
VMC-4559-WI(S)	Wisconsin				02/13/85	Oil filters	Renewal due 02/13/2005
UNI-CHILLER							
VMC-4555	United States	5,888	04/05/56	637,714 (12)	11/27/56	11 - Liquid coolers and parts therefor	Allowed to lapse 11/27/96
VMC-4555-WI(S)	Wisconsin				02/13/85	Liquid coolers and parts therefor	Renewal due 02/13/2005

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
V-PLUS							
VMC-4558	United States	347,405	01/27/82	1,234,319 (13)	04/12/83	7 - Liquid injection oil cooling unit for refrigeration screw compressors	Renewal due 04/12/2003
VMC-4558-WI(S)	Wisconsin				02/13/85	Liquid injection oil cooling unit for refrigeration screw compressors	Renewal due 02/13/2005
VAPORITER							
VMC-4556	United States	638,337	11/19/52	601,645 (14)	02/01/55	11 - Refrigerant drying and condensing apparatus for conditioning gases in refrigerating and freezing systems	Allowed to lapse 02/01/95
VMC-4556-WI(S)	Wisconsin				02/13/85	Refrigerant drying and condensing apparatus for conditioning gases in refrigerating and freezing systems	Renewal due 02/13/2005

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VILTER							
VMC-4562	United States	491,222	07/23/84	1,352,664 (15)	08/06/85	11 - Refrigeration systems comprising evaporators, chillers air coolers, heat exchangers, air cooled condensing units, oil separators, oil filters, reciprocating compressors, screw compressors, rotary compressors, valves, leak detectors and parts and fittings therefor, refrigerators, freezers for making ice and brine coolers	Renewal due 08/06/2005
VMC-4562-BO	Bolivia	216,138	02/15/93	57,420	11/01/94	11 - Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes, mainly air conditioning apparatus, electric footwarmers, electric cooking utensils	Renewal due 11/01/2004
VMC-4562-CO	Colombia	370,025	10/18/92	149,292	02/01/94	Refrigerating machines, air coolings for refrigerating equipments, ice making machines in general and briquettes; ice distintegrators and dispensers; ice waste drainers; sand coolings; ice skating rings; brine coolings and compressors for gaseous refrigerants	Renewal due 02/01/2004
VMC-4562-EC	Ecuador	33,535	07/29/92	2351-93	09/09/93	11 - Apparatus for lighting, heating, steam generating, refrigerating, drying, ventilating, water supply and sanitary purposes	Renewal due 09/09/2003

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4562-IT	Italy	34969C/86	07/17/86	475,586	03/30/87	Refrigerating apparatus, air conditioning apparatus, air coolers, ice making and ice briquetting machines, ice disintegrators and distributors, slush ice dewaterers, sand coolers, ice skating rinks, brine coolers, and refrigerant compressors	Renewal due 07/25/2006
VMC-4562-MX	Mexico	--	--	44,809	08/17/92	7 - Only compressors (refrigerants), condensers for refrigeration and filters (parts of machines or engines) 11- Only refrigeration apparatus and filters (domestic installations parts or industrials) 16 - Only filter paper 22 - Only wadding for filtering 24 - Only filters (textile materials)	Renewal due 08/17/2002
VMC-4562-PE	Peru	216,138	02/15/93	001951	10/15/93	Refrigeration machines, air coolers for refrigeration equipments, ice-making machines for making ice and ice brickets, ice dispenses and brine coolers	Renewal due 10/15/2003
VMC-4562-CA(S)	California			73728	07/10/84	Refrigeration, air conditioning and heat exchanging equipment, installations and systems and components and parts therefor, and compressors and parts therefor	Renewal due 07/10/2004
VMC-4562-NE(S)	Nebraska			17037	07/05/84	Filters and refrigerators	Renewal due 07/05/2004
VMC-4562-OR(S)	Oregon			T19519	07/05/84	111- Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes	Renewal due 07/05/99

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4562-WA(S)	Washington			15165	07/06/84	11 - Refrigeration, air conditioning and heat exchanging equipment, installations and systems and components therefor, and compressors and parts therefor	Renewal due 07/06/2004
VMC-4562-WI(S)	Wisconsin				02/13/85	Refrigeration machines, installation and systems comprising evaporators,condensers, chillers, air coolers, heat exchangers, air cooled condensing units;oil separators, oil filters; reciprocating compressors, screw compressors androtary booster compressors and parts and fittings therefor, ice-making machines,brine coolers, valve and leak detectors	Renewal due 02/13/2005
FLOWTRON							
VMC-4566-WI(S)	Wisconsin				02/13/85	Temperature sensing and control systems for machines	Renewal due 02/13/2005

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VILTER (per se)							
VMC-4567-WI(S)	Wisconsin				02/13/85	Refrigeration machines, installation and systems comprising evaporators, condensers, chillers, air coolers, heat exchangers, air cooled condensing units; oil separators, oil filters; reciprocating compressors, screw compressors and rotary booster compressors and parts and fittings thereof, ice-making machines, brine coolers, valves and leak detectors	Renewal due 02/13/2005
VILTER (Script)							
VMC-4557	United States	449,087	12/01/41	397,464 (16)	09/08/42	11 - Refrigerating machines, air coolers, for refrigeration equipment, ice-making and ice-briquetting machines, ice disintegrators and distributors, slush ice dewaterers, sand coolers, ice skating rinks, brine coolers, and gaseous refrigerant compressors	Renewal due 09/08/2002

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4557-AU	Australia	132,928	07/16/57	A132,928	07/16/57	Refrigerating machines, air coolers for refrigeration equipment, ice-making and ice-briquetting machines and parts thereof, ice disintegrators and distributors, slush ice dewaterers, sane coolers, coolers, compressors, (as components for artificial ice skating rinks) condensers and other components in this class for artificial ice skating rinks, brine coolers, pressure vessels for refrigerating systems, refrigerant condensers, and gaseous refrigerant compressors, all being machinery and parts of machinery included in this class	Renewal due 07/16/99
VMC-4557-AU-A	Australia	252,347	07/16/57	A252,347	07/16/57	7 - Compressors	Renewal due 07/16/99
VMC-4557-BR	Brazil	36,550	11/14/88	2,302,799	03/30/89	7 - Machines and equipment for heating, generation of steam, freezing, drying, ventilation and means of distribution of liquid and gas for industrial use; parts, components and accessories for: machines, vehicles, implements, transportation and devices	Renewal due 03/30/99
VMC-4557-CL	Chile	--	--	415,785	11/04/93		Renewal due 11/04/2003

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4557-FR	France	--	--	1,419,587	10/26/67	Refrigerating machines, air-coolers for refrigeration equipment,ice-making and ice-briquetting machines, ice disintegrators and distributors,slush ice dewaterers, sand coolers, ice skating rinks, brine coolers, andgaseous refrigerant compressors	Renewal due 07/23/2007
VMC-4557-IN	India	211,587	09/29/62	211,587	09/29/62	Refrigerating machines, air coolers for refrigeration equipment, ice-making and ice briquetting machines and parts thereof, sand coolers, artificialice skating rinks, brine coolers, presurre vessels for refrigerating systems,refrigerant condensers, and gaseous refrigerant compressors	Renewal due 09/29/2004
VMC-4557-CA(S)	California			73729	07/10/84	Refrigeration, air conditioning and heat exchanging equipment, installations and systems and components and parts therefor, and compressors and parts therefor	Renewal due 07/10/2004
VMC-4557-NE(S)	Nebraska			17039	07/05/84	Filters and refrigerators	Renewal due 07/05/2004
VMC-4557-WA(S)	Washington			15163	07/06/84	Refrigeration, air conditioning and heat exchanging equipment, installations and systems and components therefor, and compressors and parts therefor	Renewal due 07/06/2004

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MARK

WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4557-WI(S)	Wisconsin				02/13/85	Refrigerating machines, air-coolers for refrigeration equipment, ice-making and ice-briquetting machines, ice disintegrators and distributors, slush ice dewaterers, sand coolers, ice skating rinks, brine coolers and gaseous refrigerant and compressors	Renewal due 02/13/2005
VMC-4557-VE	Venezuela	14,052	11/11/42	14,052	04/07/43	11 - Refrigeration machines, air coolers for refrigeration equipments, ice makers, ice desintegrator and distributors, ice waste drainer, sand refrigerator, ice skating trail, brine cooler, gaseous refrigerants compressors.	Renewal due 04/07/2003

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VILTER (Stylized)							
VMC-4563	United States	489,382	07/11/84	1,352,663 (17)	08/06/85	11 - Refrigeration systems comprising evaporators, chillders, air coolers, heat exchangers, condensers, air cooled condensing units, oil separators, oil filters, reciprocating compressors, screw compressors, rotary compressors, valves, leak detectors and parts and fittings therefor, refrigerators, freezers for making ice and brine coolers	Renewal due 08/06/2005
VMC-4563-CA	Canada	633,720	06/07/89	374,884	10/26/90	Refrigeration systems comprising evaporators, chillers, air coolers, heat exchangers, condensers, air cooled condensing units, oil separators, oil filters, reciprocating compressors, screw compressors, rotary compressors, valves, leak detectors and parts and fittings therefor; refrigerators, freezers for making ice and brine coolers	Renewal due 10/26/2005
VMC-4563-NZ	New Zealand	60,267	07/17/57	B60,267	07/17/57	Refrigerating machines, air coolers for refrigeration equipment, ice-making and ice-briquetting machines and parts thereof, ice disintegrators and distributors, slush ice dewaterers, sand coolers, artificial ice skating rinks, brine coolers, pressure vessels for refrigerating systems, refrigerant condensers, and gaseous refrigerant compressors	Renewal due 07/17/2006

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
VMC-4563-CA(S)	California			73730	07/10/84	Refrigeration, air conditioning and heat exchanging equipment, installations and systems and components and parts therefor and compressors and parts therefor	Renewal due 07/10/2004
VMC-4563-NE(S)	Nebraska			17038	07/05/84	Filters and refrigerators	Renewal due 07/05/2004
VMC-4563-WA(S)	Washington			15164	07/06/84	Refrigeration, air conditioning and heat exchanging equipment, installations and systems and components therefor, and compressors and parts therefor	Renewal due 07/06/2004
VMC							
VMC-4554	United States	83,840	10/22/59	697,773	05/17/60	13 - Compressors and parts therefor	Renewal due 05/17/2000
VMC-4554-CA	Canada	633,755	06/07/89	369,142	06/01/90	Compressors and parts thereof	Renewal due 06/01/2005
VMC-4554-WI(S)	Wisconsin				02/13/85	Compressors and parts thereof	Renewal due 02/13/2005
RECIPPRO							
VMC-30453	United States						Proposed
SCREWPRO							
VMC-30454	United States						Proposed
VSS							
VMC-30455	United States						Proposed
VSS-G							
VMC-30456	United States						Proposed

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MARK							
WHD File Number	Country	Application Number	Filing Date	Registration Number	Registration Date	Class - Goods	Status
PARALLEX							
VMC-30452	United States						Proposed

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RECORDED: 09/17/1999

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