

NRD 1-13-00



101247391

To the Honorable Commissioner of Patent

and original documents or copy thereof.

1. Name of conveying party(ies):
Fypon, Ltd.



- Individual(s)
- General Partnership
- Corporation of Texas
- Other Pennsylvania limited partnership
- Association
- Limited Partnership

Date of execution of attached Document: November 24, 1999

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):

Name: Mellon Bank, N.A.
 Address: 4th Flr., Middle Market Banking Department
 Street Address: 10 Second Street
 City: Harrisburg State: PA ZIP: 17107

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation _____
- Other National Banking Association

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration Nos. 912202 & 1108674

Additional numbers attached? Yes No

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

Name: John H. Weber, Esq.

Internal Address: PEPPER HAMILTON LLP

Street Address: 600 Fourteenth Street, N.W.

City: Washington State: DC ZIP: 20005-2004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-0436

Atty. Dkt. No. 113212-4 & 5

(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.

John H. Weber, Esq.
Name of Person Signing

Signature

January 12, 2000
Date

Total number of pages comprising cover sheet: 1

AGREEMENT REGARDING CORRECTION OF ASSIGNMENT
OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

THIS AGREEMENT REGARDING CORRECTION OF ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") made as of November 30, 1999 between FYPON, LTD., a Pennsylvania limited partnership formerly known as Fypon Acquisition, Ltd. ("Assignor"), and MELLON BANK, N.A. ("Assignee"), as Agent for the pro rata benefit of Mellon Bank, N.A., as issuing bank, and the lenders (collectively, the "Lenders") identified in the Loan and Security Agreement dated as of June 13, 1997 among Assignor, Assignee and the Lenders (as amended, the "Loan Agreement").

BACKGROUND

A. Assignor entered into an Assets Purchase Agreement dated as of May 16, 1997 (as amended, the "Purchase Agreement") with Fypon, Incorporated, a Maryland corporation ("Seller"), and certain other parties identified therein pursuant to which, among other things, Seller agreed to sell, assign and transfer to Assignor, and Assignor agreed to purchase from Seller, substantially all of the assets owned or used by Seller including, but not limited to, all registered patents, trademarks and service marks owned or used by Seller (collectively, the "Intellectual Property Rights"), all as more fully described on Schedule "A" attached hereto and made a part hereof.

B. The sale and transfer of the Intellectual Property Rights from Seller to Assignor was evidenced by (1) the Assignment of Registered Trademarks dated as of June 13, 1997 from Seller to Assignor and (2) the Assignment of Letters Patent dated as of June 13, 1997 from Seller to Assignor (collectively, the "Primary Assignment"), which Primary Assignment was filed with the United States Patent and Trademark Office (the "Patent and Trademark Office") on June 23, 1997 (Reel/Frame: 1602/0542).

C. To complete the transactions contemplated by the Purchase Agreement, Assignee and the Lenders, pursuant to the Loan Agreement, established various loans and credit accommodations in favor of Assignor (collectively, the "Loans").

D. As collateral security for Assignor's obligations with respect to the Loans, Assignor granted to Assignee, for the pro rata benefit of Assignee and the other Lenders, first-priority liens on, and security interests in, substantially all of the assets that were purchased by Assignor from Seller pursuant to the Purchase Agreement including, but not limited to, all of the Intellectual Property Rights.

E. The liens and security interests granted by Assignor to Assignee with respect to the Intellectual Property Rights are evidenced by an Assignment of Patents, Trademarks, Copyrights and Licenses dated as of June 13, 1997 (the "Collateral Assignment") between Assignor and Assignee, which Collateral Assignment was filed by Assignee with the Patent and Trademark Office on June 18, 1997 (Reel/Frame: 1596/0846).

F. As an incident to the maintenance and renewal of the Intellectual Property Rights, Assignor discovered that (1) the Collateral Assignment was erroneously reflected on the

records of the Patent and Trademark Office as an entire assignment of all of Assignor's rights under and with respect to the Intellectual Property, rather than a grant by Assignor to Assignee of a first-priority lien on, and security interest in, the Intellectual Property Rights as originally intended by Assignor and Assignee and (2) the Collateral Assignment was erroneously recorded with the Patent and Trademark Office prior to the filing of the Primary Assignment with the Patent and Trademark Office.

G. Assignor and Assignee desire to cause the records of the Patent and Trademark Office to be modified to reflect that (1) the Collateral Assignment was intended to create a first-priority lien on, and security interest in, the Intellectual Property Rights and not to effect a transfer from Assignor to Assignee of all of the right, title and interest of Assignor in, to and under the Intellectual Property Rights and (2) the Collateral Assignment was erroneously recorded prior to the Primary Assignment, and, accordingly, the registered owner of the Intellectual Property Rights is Assignor and not Assignee.

NOW, THEREFORE, Assignor and Assignee, each intending to be legally bound, hereby covenant and agree as follows:

1. Incorporation of Background. The Background provisions set forth above (including, but not limited to, all defined terms set forth therein) are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety in this Section 1.

2. Acknowledgment of Rights. Notwithstanding the information currently reflected on the records of the Patent and Trademark Office with respect to the ownership of the Intellectual Property Rights (including, but not limited to, anything to the contrary set forth in the Collateral Assignment as recorded in the Patent and Trademark Office), Assignor and Assignee hereby acknowledge that their respective rights with regard to the Intellectual Property Rights are as follows:

(a) Assignor is the owner of all right, title and interest in, to and under the Intellectual Property Rights (including, but not limited to, all goodwill associated therewith and all rights to sue and collect damages for the infringement of the Intellectual Property Rights and all other rights incidental thereto); and

(b) Assignor, pursuant to the Collateral Assignment, granted to Assignee, effective as of June 13, 1997, a valid, perfected, first-priority lien on, and security interest in, all of Assignor's rights under and with respect to the Intellectual Property Rights as security for all of Assignor's duties, liabilities and obligations under the Loan Agreement and the other documents evidencing or securing the Loans.

3. Amendment and Restatement of Collateral Assignment. In furtherance of the provisions of Section 2 hereof, the Collateral Assignment is hereby amended, restated and replaced in its entirety, effective as of June 13, 1997, by the Amended and Restated Patents, Trademarks, Licenses and Copyrights Security Agreement dated as of November 30, 1999 between Assignor and Assignee, a fully executed copy of which is attached hereto as Schedule "B" and made a part hereof.

4. Successors, Etc. This Agreement and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignor and Assignee and their respective successors and assigns and shall be binding upon Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Agreement shall be governed and construed in accordance with the domestic, internal laws of the Commonwealth of Pennsylvania, without regard to its rules pertaining to conflict of laws.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the date and year first above written.

FYPON, LTD., a Pennsylvania limited partnership,
by its sole general partner, FYPON, INC.

By Paul K. Aselt
Name: Paul K. Aselt
Title: President

Attest: Gregory L Smith
Name: Gregory L Smith
Title: CFO

MELLON BANK, N.A., as Agent for the pro rata
benefit of the Lenders and MELLON BANK, N.A.,
as issuing bank

By Michael J. Galig
Name: Michael J. Galig
Title: Vice President

Schedules

- A – Intellectual Property Rights
- B – Amended and Restated Patents, Trademarks,
Licenses and Copyrights Security Agreement

COMMONWEALTH OF PENNSYLVANIA

:
:SS.
:

COUNTY OF

On this 6th day of DECEMBER, 1999, before me, a Notary Public, the undersigned officer, personally appeared PAUL K HOEFT, who acknowledged himself to be an officer of FYPON, INC., a Pennsylvania corporation, the corporation named in the foregoing instrument as the General Partner of FYPON, LTD., a Pennsylvania limited partnership, and that he as such officer of the General Partner, being authorized to do so, executed the foregoing Agreement Regarding Correction of Assignment of Patents, Trademarks, Copyrights and Licenses for the purposes therein contained in the name of the limited partnership by himself as such officer of the General Partner, on behalf of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notarial Seal
Dorothy M. Boyd, Notary Public
Stewartstown Boro, York County
My Commission Expires May 7, 2001

Member, Pennsylvania Association of Notaries

Dorothy M. Boyd
Notary Public

COMMONWEALTH OF PENNSYLVANIA

:
:SS.
:

COUNTY OF Dauphin

On this 9th day of December, 1999, before me, a Notary Public, the undersigned officer, personally appeared Michael J. Gillig, who acknowledged himself to be an officer of MELLON BANK, N.A., a national banking association, and that he as such officer, being authorized to do so, executed the foregoing Agreement Regarding Correction of Assignment of Patents, Trademarks, Copyrights and Licenses for the purposes therein contained by signing the name of the association by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Reberta K. Good
Notary Public

Notarial Seal
Reberta K. Good, Notary Public
Harrisburg, Dauphin County
My Commission Expires June 9, 2003

Member, Pennsylvania Association of Notaries

SCHEDULE A

TO

AGREEMENT REGARDING CORRECTION OF ASSIGNMENT
OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

List of Intellectual Property Rights

A. Patents:

<u>Patent No.</u>	<u>Issued</u>	<u>Description</u>
US 5605023	2/25/97	Combined Decorative and Load Bearing Architectural Column for Buildings
US 5465540	11/14/97	Facade Structure for Windows
US D357326	4/11/95	Decorative Panel for a Gable of a Building
US D350614	9/13/94	Pediment for Walls
US 4827683	5/9/89	Corner Post for a Building
US D334068	3/16/89	Pediment for Mounting Over Windows

B. Service Marks:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FYPON	912202	4/16/91
FYPON MOLDED MILLWORK	1108673	12/12/78
MOLDED MILLWORK	1108674	12/12/78
ADD WARMTH TO YOUR WELCOME	Application Serial No. 75/097373	5/1/96

C. Copyrights: None.

D. Licenses: None.

SCHEDULE B

TO

AGREEMENT REGARDING CORRECTION OF ASSIGNMENT
OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

Copy of Amended and Restated Patents, Trademarks,
Licenses and Copyrights Security Agreement

See the form of Amended and Restated Patents, Trademarks, Licenses and Copyrights Security Agreement attached hereto as Exhibit 1.

**AMENDED AND RESTATED PATENTS, TRADEMARKS,
LICENSES AND COPYRIGHTS SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS SECURITY AGREEMENT ("Agreement") is executed the 30th day of November, 1999, but deemed effective as of June 13, 1997, by and among **FYPON, LTD.**, a Pennsylvania limited partnership ("**Assignor**") and **MELLON BANK, N.A.**, as Agent ("**Assignee**").

BACKGROUND

A. Assignor entered into an Asset Purchase Agreement dated as of May 16, 1997 (as amended, the "**Purchase Agreement**") with Fypon, Incorporated ("**Seller**") and certain other parties identified therein pursuant to which Seller agreed to sell, assign and transfer to Assignor and Assignor agreed to purchase from Seller, among other things, Intellectual Property, as defined below.

B. The sale and transfer of the Intellectual Property was evidenced by that certain (i) Assignment of Registered Trademarks dated as of June 13, 1997 from Seller to Assignor and (ii) Assignment of Letters Patent dated as of June 13, 1997 from Seller to Assignor (collectively, the "**Primary Assignment**"), which Primary Assignment was filed with the Patent and Trademark Office on June 23, 1997 (Reel/Frame: 1602/0542).

C. Pursuant to that certain Loan and Security Agreement dated June 13, 1997 by and among Assignee, the Lenders from time to time a party thereto and Assignor (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Loan Agreement**"), the Lenders agreed to extend to Assignor the credit facilities described therein.

D. The Loan Agreement provided, inter alia, that Assignor would grant to Assignee for the pro rata benefit of Lenders a security interest in Assignor's patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses (collectively, the "**Intellectual Property**").

E. Assignor granted to Assignee a security interest in the Intellectual Property under the Loan Agreement and further pursuant to that certain Assignment of Patents, Trademarks, Copyrights and Licenses dated June 13, 1997, which was recorded with the United States Patent and Trademark Office (the "**Patent and Trademark Office**") on June 18, 1997 at Reel/Frame: 1596/0846 (the "**Prior Agreement**").

F. The Prior Agreement was erroneously filed in the Patent and Trademark Office (i) as an entire assignment of all of Assignor's rights with respect to the Intellectual Property, rather than a grant of a first priority lien on and security interest therein and (ii) prior to the Primary Assignment.

G. On even date herewith, Assignor and Assignee entered into that certain Agreement Regarding Correction of Assignment of Patents, Trademarks, Copyrights and Licenses, which is being recorded in the Patent and Trademark Office immediately prior to this Agreement, to reflect that the (i) Prior Agreement was intended to create a first priority lien on and security interest in the Intellectual Property and not to effect a transfer from Assignor to Assignee of all the right, title and interest of

Assignor therein, and (ii) Prior Agreement was erroneously recorded prior to the Primary Assignment and, accordingly, the registered owner of the Intellectual Property is Assignor and not Assignee.

H. Assignor and Assignee desire to enter into this Agreement to amend and restate the Prior Agreement and to ratify and confirm Assignor's prior grant to Assignee of a first priority lien against and security interest in the Intellectual Property, effective as of June 13, 1997.

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

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement.

2. **Security Interest.** To secure the complete and timely payment and satisfaction of all Lender Indebtedness, Assignor hereby ratifies and confirm its prior pledge and grant to Assignee of, and further pledges and grants to Assignee for the pro rata benefit of Lenders, effective as of June 13, 1997, a security interest in all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) 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 made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) servicemarks, trademarks, servicemark and trademark registrations and trade names and trademark applications, including, without limitation, the service marks, trademarks and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, servicemark and trademark registrations and trade names and trademark applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(c) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status

evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

(d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and, in accordance with the terms and conditions of the Loan Agreement, the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

(e) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Agreement or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, or fail to take any action within its control, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Assignor which are material to the operation of Assignor or the value of the Collateral. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, trade names, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Section 4**.

5. **Royalties; Term.** Upon the occurrence and during the continuance of an Event of Default, Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the Agreement granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Lender Indebtedness have been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this **Section 6.**

7. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement 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.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be 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 Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

10. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to, after the occurrence and during the continuance of an Event of Default, (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Assignee or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license of the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4** hereof. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been

terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (to the extent applicable) as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

11. **Binding Effect; Benefits.** This Agreement shall be binding upon the parties hereto and their successors and assigns, and shall inure to the benefit of the parties hereto and their successors and assigns.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

13. **Prior Agreement.** This Agreement is an amendment and restatement of the Prior Agreement and is not intended to be a novation with respect thereto. This Agreement, inter alia, is being entered into to further evidence the intention of the Assignor and Assignee that, notwithstanding anything contained in the Prior Agreement to the contrary, effective as of June 13, 1997, Assignor has granted to Assignee the liens and security interests in the Patents, Trademarks, Copyrights and Licenses as set forth in this Agreement. Assignor hereby represents and warrants to Assignee that, as of the date hereof, the liens and security interests in favor of Assignee in and to the Patents, Trademarks, Copyrights and Licenses are not subject to any other liens, security interests, pledges or encumbrances of any kind.

14. **Discharge.** Upon final payment in full of all Lender Indebtedness and termination of the Loan Agreement, the liens and security interests and other rights granted to Lender hereunder will terminate and Assignee shall, at the sole cost and expense of Assignor, execute and deliver all such documents as shall be necessary to evidence the discharge or termination of all of Assignee's rights in and to the Patents, Trademarks, Copyrights, Licenses and all other property of Assignor covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Patents, Trademarks, Licenses and Copyrights Security Agreement to be executed as of the day and year first above written.

FYPON, LTD., a Pennsylvania limited partnership, by its sole general partner, Fypon, Inc.

By: Paul K. Heft
Name/Title: PAUL K. HEFT, PRESIDENT

Attest: Gary L. Smith
Name/Title: GARY L. SMITH, CFO

MELLON BANK, N.A., as Agent

By: Michael J. Gellig
Name/Title: MICHAEL J. GELIG, VP

COMMONWEALTH OF PENNSYLVANIA :

: ss:

COUNTY OF :

On this 6th day of ~~November~~ ^{December}, 1999, before me, a Notary Public, personally appeared PAUL K. HUEFT, who acknowledged himself/herself to be a duly acting PRESIDENT of Fypon, Inc., general partner of Fypon LTD., a Pennsylvania limited partnership and that ~~he~~/she as such PRESIDENT of such general partnership, being duly authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing his/her name as such PRESIDENT on behalf of the Assignor.

Notarial Seal
Dorothy M. Boyd, Notary Public
Stewartstown Boro. York County
My Commission Expires May 7, 2001
Member, Pennsylvania Association of Notaries

Dorothy M. Boyd
Notary Public
My Commission Expires: 5-7-2001

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF Dauphin :

On this, the 9th day of ~~November~~ ^{December}, 1999, before me, a Notary Public, personally appeared Michael S. Gillig, who acknowledged himself to be a Vice President of Mellon Bank, N.A., and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Mellon Bank, N.A. by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Reberta K. Good
Notary Public
My commission expires:

Notarial Seal
Reberta K. Good, Notary Public
Harrisburg, Dauphin County
My Commission Expires June 9, 2003
Member, Pennsylvania Association of Notaries

EXHIBIT "A"
TO
AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES
SECURITY AGREEMENT

Patents

<u>Patent No.</u>	<u>Issued</u>	<u>Description</u>
US 5605023	2/25/97	Combined Decorative and Load Bearing Architectural Column for Buildings
US 5465540	11/14/97	Facade Structure for Windows
US D357326	4/11/95	Decorative Panel for a Gable of a Building
US D350614	9/13/94	Pediment for Walls
US 4827683	5/9/89	Corner Post for a Building
US D334068	3/16/89	Pediment for Mounting Over Windows

EXHIBIT "B"
TO
AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES
SECURITY AGREEMENT

Service Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FYPON	912202	4/16/91
FYPON MOLDED MILLWORK	1108673	12/12/78
MOLDED MILLWORK	1108674	12/12/78
ADD WARMTH TO YOUR WELCOME	Application Serial No. 75/097373	5/1/96

EXHIBIT "C"
TO
AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES
SECURITY AGREEMENT

Copyrights

None.

EXHIBIT "D"
TO
AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES
SECURITY AGREEMENT

Licenses

None.