

02-04-2000

RECORDATION
TRADEMARK

U.S. Department of Commerce
Patent and Trademark Office



101258190

prints or copy thereof.

To the Honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies): MCD
1.4.00
Energyst Development Center, L.L.C.
2051 Valley View Lane
Dallas, TX 75234
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State _____
 Other limited liability company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 21, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/326898

2. Name and address of receiving party(ies):
Name: Fleet National Bank
Internal Address: _____
Street Address: One Federal Street
City: Boston State: MA ZIP: 02110
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

B. Trademark registration No.(s)
1,040,511 1,160,821 1,317,943 2,160,662
1,092,750 1,230,972 1,474,869
1,160,820 1,292,077 1,734,483

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Arlene L. Bender
Internal Address: Foley Hoag & Eliot LLP
Street Address: One Post Office Square
City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41): \$440
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
06-1446
(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.
Therese Galante Therese Galante 1-7-00
Name of Person Signing Signature Date

02/03/2000 TTOM11 00000236 061446 1040511

Total number of pages comprising cover sheet: 9

01 FC:401 40.00 CH
02 FC:402 250.00 CH

FLEET NATIONAL BANK**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of December 21, 1999 by and between FLEET NATIONAL BANK, a national banking association with a principal place of business at One Federal Street, Boston, Massachusetts ("Lender") and ENERSYST DEVELOPMENT CENTER, L.L.C., a Texas limited liability company with a principal place of business at 2051 Valley View Lane, Dallas, Texas 75234 ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and The Moseley corporation, a Delaware corporation (collectively, the "Loan") pursuant to which the Lender is the holder of a Commercial Term Promissory Note executed and delivered by the Grantor to the Lender dated of even date in the original principal amount of Six Million Dollars (\$6,000,000.00) (together with any and all amendments, modifications, replacements and substitutions therefor from time to time, the "Note"), and a Credit Agreement by and between the Grantor, The Moseley Corporation and the Lender dated of even date (together with any and all amendments, modifications, replacements and substitutions therefor from time to time, the "Credit Agreement"), together establishing a line of credit facility and a term loan facility. Capitalized terms used herein are used as defined in the Credit Agreement.

B. The Loan is secured by, among other collateral, a Security Agreement dated of even date (the "Security Agreement") pursuant to which the Grantor granted to the Lender a first priority lien on all assets of the Grantor.

C. Lender is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Intellectual Property Collateral (as defined herein) to secure the obligations of Grantor under the Credit Agreement and the Note.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and the Note, and any and all obligations of the Grantor to the Lender of every kind and description, whether now existing or hereafter arising (collectively, the "Obligations"), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under all of the Grantor's intellectual property (the "Intellectual Property Collateral"), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement

suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. The Grantor hereby represents, warrants and covenants that the Grantor owns no patents (including those pending) or registered copyrights or trademarks which are not set forth on the Exhibits attached hereto.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Energyst Development Center, L.L.C.

2051 VALLEY VIEW LANE
DALLAS, TEXAS 75234

By its Managing Member:

Attn: _____

Patentsmith, G.P., Inc.

By: Thomas C. Moseley, Jr.

Name: THOMAS C. MOSELEY, JR.

Title: PRESIDENT

LENDER:

Address of Lender:

Fleet National Bank

One Federal Street
Boston, MA 02109

By: David R. Keller

Name: David R. Keller

Title: Vice President

EXHIBIT A

Copyrights

NONE

Exhibit B

PATENTS

TITLE	PATENT #	ISSUE DATE
AIR CIRCULATOR FOR IMPINGEMENT HEAT TRANSFER APPARATUS	5423248	06/13/95
AIR DISPENSERS FOR MICROWAVE OVEN	5818014	10/06/98
APPARATUS TO TRANSFER HEAT TO A PRODUCT AND SIDE	4368664	01/18/83
BALANCED AIR RETURN CONVECTION OVEN	5131841	07/21/92
BALANCED AIR RETURN CONVECTION OVEN	5683240	11/04/97
CARRIER FOR HOT FOOD	5404808	04/11/95
COMBINED MICROWAVE AND IMPINGEMENT HEATING APPARATUS	4409453	10/11/83
CONVECTION HEATING TRANSFER	5510601	04/23/96
COOKING APPARATUS	4338911	07/13/82
FAN-PLENUM CONFIGURATION	4679542	07/14/87
FOOD HANDLING SYSTEM	5210387	05/11/93
FORCED CONVECTION TUNNEL OVEN	4965435	10/23/90
HEAT TRANSFER RATE TARGET MODULE	5161889	06/10/92
HIGH EFFICIENCY IMPINGEMENT HEATING AND COOLING	4523391	06/18/85
HIGH VOLUME FORCED CONVECTION TUNNEL OVEN	4831238	05/16/89
HOT PLATE CARRIER	5078050	01/07/92
IMPINGEMENT THERMAL TREATMENT APPARATUS WITH COLLECTOR	4750276	06/14/88
INDUCED CIRCULATION OVEN OR COLOR	4354549	10/19/82
INFRARED HEATING CONTROL	5134263	07/28/92
JET IMPINGEMENT BATCH OVEN	5717192	02/10/98
METHOD AND APPARATUS FOR CONTROLLING THE TEMPERATURE	5310978	05/10/94
METHOD AND APPARATUS FOR VENDING HOT FOOD	5582758	12/10/96

TITLE	PATENT #	ISSUE DATE
JET IMPINGEMENT BATCH OVEN METHOD AND APPARATUS FOR WATER VAPOR CONTROL IN MICROWAVE OVEN FOR HEATING FOOD PRODUCTS	5958274	9/28/99
MICROWAVE VENDING MACHINE	4876426	10/24/89
MICROWAVE VENDING MACHINE	5539187	07/23/96
MICROWAVE VENDING MACHINE	5147994	09/15/92
MICROWAVE VENDING MACHINE	5449888	09/12/95
MULTIPLE-PASS IMPINGEMENT HEATING AND COOLING DEVICE	4474498	10/02/84
OSCILLATING AIR DISPENSERS FOR MICROWAVE OVEN	5401940	03/28/95
OVEN HUMIDITY RESERVOIR	4835351	05/30/89
OVEN WITH SHORT RADIUS DOOR	5365918	11/22/94
THERMAL TREATMENT APPARATUS	4492839	01/08/85
THERMAL TREATMENT OF FOOD PRODUCTS	4479776	10/30/84
TURNTABLE CONVECTION HEATER	5398666	03/21/95
TURNTABLE CONVECTION OVEN	5205274	04/27/93

PATENTS PENDING

TITLE	APPLICATION #	ISSUE DATE
HIGH HEAT TRANSFER RATE CONVECTION OVEN WITH GREASE MANAGEMENT AND SMOKE REDUCTION CAPABILITIES	09/316718	5/21/99
HIGH HEAT TRANSFER RATE CONVECTION OVEN WITH GREASE MANAGEMENT AND SMOKE REDUCTION CAPABILITIES	09/316719	5/21/99
HIGH HEAT TRANSFER RATE CONVECTION OVEN WITH GREASE MANAGEMENT AND SMOKE REDUCTION CAPABILITIES	09/316720	5/21/99

TITLE	APPLICATION #	ISSUE DATE
MULTI-SHELVED CONVECTION MICROWAVE OVEN	60/130067	4/19/99
RE THERMALIZATION/REFRIGE RATION FOOD DELIVERY SYSTEM	60/146675	8/2/99

Exhibit C

TRADEMARKS & SERVICE MARKS			
TITLE	COUNTRY	REGISTRATION #	REG. DATE
CRYOJET	U.S.	1292077	08/28/84
"E" AND DESIGN (intent to use)	U.S.	75/326898	
ENERSYST	U.S.	1160820	07/14/81
FOOD FINISHER	U.S.	1092750	06/06/78
FRY-BAKER	U.S.	1474869	04/27/10
H MONITOR	U.S.	1734483	11/24/92
JET CRISPER	U.S.	1230972	03/15/83
JET SWEEP	U.S.	1040511	06/01/76
JETOASTER	U.S.	1317943	02/05/85
"E" & Design Service Mark	U.S.	2160662	5/26/98
ES (& Design)	U.S.	1160821	7/14/81