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To the Honorable Commissioner of Patents a.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Iceberg Enterprises, LLC

- 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, Security Agreement, Merger, Change of Name, Other

Execution Date: March 2, 2000

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois, 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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule B-1

B. Trademark Registration No.(s)

See Schedule B-1

Additional numbers attached? Yes No

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

Name:

RETURN TO: FEDERAL RESEARCH CORP, 400 SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004

City: State: ZIP:

04/17/2000 DNGUYEN 00000060 1135079

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41):

\$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 02 FC:482

40.00 OP 50.00 OP

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.

Gregory T. Pealer

Name of Person Signing

Signature

Signature

3/9/00

Date

Total number of pages including cover sheet, attachments, and document: 3/1

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

Washington, D.C. 20231

REEL: 002052 FRAME: 0020

SECURITY AGREEMENT RE: INTELLECTUAL PROPERTY

The undersigned, ICEBERG ENTERPRISES, LLC, a Delaware limited liability company (the "*Debtor*"), with its mailing address as set forth in Section 15(b) hereof, for value received, hereby grants, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation (the "*Secured Party*"), with its mailing address as set forth in Section 15(b) hereof, and grants to the Secured Party a security interest in, and acknowledges and agrees that the Secured Party has and shall continue to have a continuing security interest in, any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to:

(a) *Patents.* Patents, whether now owned or hereafter acquired, or in which Debtor now has or hereafter acquires any rights (the term "*Patents*" means and includes (i) all letters patent of the United States or any other country or any political subdivision thereof, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country or any political subdivision thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof and (ii) all reissues, continuations, continuations-in-part or extensions thereof), including, without limitation, each Patent listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in the Debtor's Patents;

(b) *Patent Licenses.* Patent Licenses, whether now owned or hereafter acquired, or in which Debtor now has or hereafter acquires any rights (the term "*Patent Licenses*" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including, without limitation, each Patent License listed on Schedule A-2 hereto, and all royalties and other sums due or to become due under or in respect of the Debtor's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

(c) *Trademarks.* Trademarks and Trademark registrations, whether now owned or hereafter adopted or acquired, or in which Debtor now has or hereafter acquires any rights (the term "*Trademarks*" means and includes (i) all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof and (ii) all reissues, extensions or renewals thereof), including, without limitation, each Trademark registration listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark registration and all customer lists and other records of Debtor relating to the distribution of products bearing, or rendition of services otherwise relating to, a Trademark;

(d) *Trademark Licenses.* Trademark Licenses, whether now owned or hereafter acquired, or in which Debtor now has or hereafter acquires any rights (the term "*Trademark Licenses*" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including, without limitation, the agreements described in Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of the Debtor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

(e) *Copyrights.* Copyrights and Copyright registrations, whether now owned or hereafter adopted or acquired, or in which the Debtor now has or hereafter acquires any rights (the term "*Copyrights*" means and includes (i) all copyrights, whether or not published or registered, and all works of authorship and other intellectual property and the rights therein, including, without limitation, copyrights for computer programs and data bases, copyrightable materials, and all tangible property embodying such copyrights or copyrightable materials, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and (ii) all renewals, derivative works, enhancements, modifications, new releases and other revisions thereof, and (iii) all accounts receivable, income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and (iv) all rights corresponding thereto throughout the world), including, without limitation, each Copyright registration listed on Schedule C-1 hereto;

(f) *Copyright Licenses.* Copyright Licenses, whether now owned or hereafter acquired, or in which the Debtor now has or hereafter acquires any rights (the term "*Copyright Licenses*" means and includes any written agreement granting to any person the right to use or exploit any Copyright or Copyright registration of another person, including, without limitation, the right to use the foregoing to prepare for sale or distribution and sell or distribute any and all inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses), including, without limitation, the license and subscription agreements listed on Schedule C-2 hereto, and all royalties and other sums due or to become due under or in respect of the Debtor's Copyright Licenses, together with the right to sue for and collect all such royalties and other sums;

(g) *Know-How and Trade Secret Collateral.* All know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, material standards, processing standards and performance standards, to the extent that the foregoing pertain to manufacturing, production or processing operations of the Debtor and constitute trade secrets of the Debtor, and all licenses or other similar agreements granted to or by the Debtor with respect to any of the foregoing;

(h) *General Intangibles and Records and Cabinets.* General intangibles relating to any of the above-described property and supporting evidence and documents relating to any of the above-described property, including, without limitation, written applications, correspondence, delivery receipts and notes, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising;

(i) *Accessions and Additions.* All accessions and additions to, and substitutions and replacements of, any and all of the foregoing, whether now existing or hereafter arising; and

(j) *Proceeds and Products.* All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (i) any claim of the Debtor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (ii) any claim by the Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or Trademark registration or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or Trademark registration or of any Trademark licensed under any Trademark License, (iii) any claim of the Debtor against third parties for damages by reason of past, present or future infringements of any Copyright or Copyright registration or of any Copyright licensed under any Copyright License, and (iv) any claim by the Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (i), (ii), (iii) and (iv);

all of the foregoing being herein sometimes referred to as the "*Collateral*"; *provided* that the Collateral shall not include any license agreement under which the Debtor is licensee which, by its terms, prohibits the assignment, lien and security interest contemplated by the Agreement. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

1. *Obligations Hereby Secured.* The lien and security interest herein granted and provided for is made and given to secure, and shall secure, the prompt payment and performance in full when due (whether by lapse of time, acceleration or otherwise) of (i) any and all indebtedness, obligations and liabilities of whatsoever kind and nature of the Debtor to the Secured Party (whether arising before or after the filing of a petition in bankruptcy), whether

now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired, and whether several, joint or joint and several and (ii) all expenses and charges, legal and otherwise, suffered or incurred by the Secured Party in collecting or enforcing any of such indebtedness, obligations and liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the security afforded hereunder (all of such indebtedness, obligations, liabilities, expenses and charges identified in clauses (i) and (ii) above being hereinafter referred to as the "*Obligations*").

2. *No Release.* Nothing set forth in this Agreement shall relieve the Debtor from the performance of any term, covenant, condition or agreement on the Debtor's part to be performed or observed under or in respect of any of the Collateral or from any liability to any party under or in respect of any of the Collateral or impose any obligation on the Secured Party to perform or observe any such term, covenant, condition or agreement on the Debtor's part to be so performed or observed or impose any liability on the Secured Party for any act or omission on the part of the Debtor relative thereto or for any breach of any representation or warranty on the part of the Debtor contained in this Agreement or under or in respect of the Collateral or made in connection herewith or therewith.

3. *Use of Collateral.* Notwithstanding anything to the contrary contained in this Agreement, until an Event of Default hereunder has occurred and is continuing and thereafter until otherwise notified by the Secured Party, the Debtor may continue to exploit, license, use, enjoy and protect the Collateral throughout the world and the Secured Party shall from time to time execute and deliver, upon written request of the Debtor, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of the Debtor to enable the Debtor to continue to exploit, license, use, enjoy and protect the Collateral throughout the world.

4. *Representations and Warranties of the Debtor.* The Debtor hereby represents and warrants to the Secured Party as follows:

(a) The Debtor is, and, as to the Collateral acquired by it from time to time after the date hereof, the Debtor will be, the owner or, as applicable, licensee of all the Collateral. The Debtor's rights in the Collateral are and shall remain free and clear of any lien, pledge, security interest, encumbrance, license, assignment, collateral assignment or charge of any kind, including, without limitation, any filing of or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute, except for the lien and security interest created by this Agreement and except as permitted by Section 8.8 of the Term Loan Agreement dated as of March 2, 2000, between the Debtor and the Secured Party, as the same may be amended, modified or restated from time to time (herein, the "*Term Loan Agreement*") (collectively, the "*Permitted Encumbrances*"). The Debtor has made no previous assignment, conveyance, transfer or agreement in conflict herewith. Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto, respectively, are true and correct lists of all registered Patents, Patent Licenses, registered Trademarks, Trademark Licenses, registered Copyrights and Copyright Licenses owned or used by the Debtor as of the date hereof and that

Schedules A-1, A-2, B-1, B-2, C-1 and C2 are true and correct with respect to the matters set forth therein as of the date hereof.

(b) The Debtor has full corporate power to pledge and grant a security interest in all the Collateral pursuant to this Agreement.

(c) No authorization, consent, approval, license, qualification or exemption from, nor any filing, declaration or registration with, any court, governmental agency or regulatory authority, or with any securities exchange or any other party, is required in connection with (i) the Debtor's execution, delivery or performance of this Agreement, (ii) the Debtor's grant of a security interest (including the priority thereof when the appropriate filings have been made and accepted) in the Collateral in the manner and for the purpose contemplated by this Agreement or (iii) the rights of the Secured Party created hereby, except those that have already been obtained or made and those referred to in paragraph (f) of this Section.

(d) The Debtor has made all necessary filings and recordations to protect its interests in all material portions of the Collateral necessary to the proper conduct of its business.

(e) The Debtor owns directly or has rights to use all patents, trademarks, service marks, trade names and copyrights and all rights with respect to any of the foregoing used in, necessary for or of importance to the business of the Debtor in the ordinary course as presently conducted except for such rights which are not, individually or in the aggregate material to the Debtor or its financial condition, properties or operations. The use of such patents, trademarks, service marks, trade names and copyrights and all rights with respect to the foregoing by the Debtor does not, to the best of the Debtor's knowledge after due inquiry, infringe on the rights of any party, nor has any claim of such infringement been made, except to the extent such conflict would not individually or in the aggregate, have a material adverse effect on the Debtor or its financial condition, properties, or operations.

(f) Upon filings and the acceptance thereof in the appropriate offices under the Uniform Commercial Code and in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will create a valid and duly perfected first priority lien and security interest in all material portions of the Collateral necessary to the proper conduct of its business located in the United States subject to no prior liens or encumbrances except for Permitted Encumbrances, if any.

(g) To the best of the Debtor's knowledge after due inquiry, no claim has been made and remains outstanding that the Debtor's use of any of the Collateral does or may violate the rights of any third person.

5. *Covenants and Agreements of the Debtor.* The Debtor hereby covenants and agrees with the Secured Party as follows:

(a) On a continuing basis, the Debtor will, at the expense of the Debtor, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places within the United States, all such instruments, including, without limitation, appropriate financing and continuation statements and collateral agreements, and take all such action, as may reasonably be deemed necessary or advisable by the Secured Party (x) to carry out the intent and purposes of this Agreement, (y) to assure and confirm to the Secured Party the grant and perfection of a first priority security interest in the Collateral (subject to Permitted Encumbrances) necessary to the proper conduct of the Debtor's business or (z) to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(b) Without limiting the generality of the foregoing paragraph (a) of this Section 5, the Debtor (i) will not enter into any agreement that would impair or conflict with the Debtor's obligations hereunder, (ii) will, promptly following its becoming aware thereof, notify the Secured Party of (A) any final adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any of the Collateral or (B) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative bodies regarding the Debtor's claim of ownership in or right to use any of the Collateral, its right to register any such Collateral or its right to keep and maintain such registration; (iii) will properly maintain and care for the Collateral to the extent necessary for the conduct of the business of the Debtor in the ordinary course as presently conducted and consistent with the Debtor's current practice; (iv) will not grant or permit to exist any lien or encumbrance upon or with respect to the Collateral or any portion thereof except the Permitted Encumbrances and will not execute any security agreement or financing statement covering any of the Collateral except in the name of the Secured Party; (v) will not permit to lapse or become abandoned, settle or compromise any pending or future material litigation or material administrative proceeding with respect to any material portions of the Collateral necessary to the proper conduct of the Debtor's business without the prior written consent of the Secured Party or contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, any material portions of the Collateral necessary to the proper conduct of the Debtor's business or any portion thereof; (vi) upon any responsible officer of the Debtor obtaining knowledge thereof, will promptly notify the Secured Party in writing of any event which may reasonably be expected to materially and adversely affect the value of any material portions of the Collateral necessary to the proper conduct of the Debtor's business, the ability of the Debtor or the Secured Party to dispose of any material portions of such Collateral or the rights and remedies of the Secured Party in relation thereto, including, without limitation, a levy or threat of levy or any legal process against any such Collateral; (vii) will diligently keep reasonable records respecting the Collateral; (viii) hereby authorizes the Secured Party, in its sole discretion, to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of the Debtor where permitted by law; (ix) will furnish to the Secured Party from time to time statements and schedules further identifying and describing the

Collateral and such other materials evidencing or reports pertaining to the Collateral as the Secured Party may reasonably request, all in reasonable detail; (x) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and similar taxes or impositions payable in respect of the Collateral except to the extent being contested in good faith by appropriate proceedings which prevent the enforcement of the matter being contested (and the Debtor has established adequate reserves therefor) and preclude interference with the operation of the business of the Debtor in the ordinary course; and (xi) comply in all material respects with all laws, rules and regulations applicable to the Collateral.

(c) If the Debtor shall (i) obtain any rights to any new invention (whether or not patentable), know-how, trade secret, design, process, procedure, formula, diagnostic test, service mark, trademark, trademark registration, trade name, copyright, copyright registration, or license or (ii) become entitled to the benefit of any patent, patent application, service mark, trademark, trademark application, trademark registration, copyright, copyright application, copyright registration, license renewal or copyright renewal or extension, 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 this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and be and become subject to the assignment, lien and security interest created hereby without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If the Debtor so obtains or becomes entitled to any of the foregoing rights described in clauses (i) and (ii) above which are material to its business or are registered with the United States Copyright Office or United States Patent and Trademark Office (or similar governmental filing office), the Debtor shall promptly give written notice thereof to the Secured Party. The Debtor agrees, promptly following written request therefor by the Secured Party, to confirm the attachment of the lien and security interest created hereby to any such rights described in clauses (i) and (ii) above by execution of an instrument in form and substance reasonably acceptable to the Secured Party.

(d) The Debtor hereby authorizes the Secured Party to modify this Agreement by amending Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto to include any future Collateral.

(e) The Debtor shall prosecute diligently applications for the Patents, Trademarks and Copyrights now or hereafter pending that in the Debtor's reasonable judgment would be materially beneficial to the business of the Debtor in the ordinary course, make application on unpatented but patentable inventions and registrable but unregistered Trademarks and Copyrights that in the Debtor's reasonable judgment would be materially beneficial to the business of the Debtor in the ordinary course, file and prosecute opposition and cancellation proceedings and do all acts necessary to preserve and maintain all its rights in the Collateral, unless as to any Patent, Trademark or Copyright, in the reasonable judgment of the Debtor, such Patent, Trademark or Copyright has become obsolete or immaterial to the business of the Debtor. Any expenses incurred in connection with such actions shall be borne by the Debtor.

6. *Grant of License to Patents, Trademarks, Copyrights, Etc.* Without in any way limiting the scope of the lien and security interest created hereby, the Debtor hereby grants to the Secured Party an irrevocable, nonexclusive license and right to use all of the Debtor's Patents, Patent applications, Patent Licenses, Trademarks, Trademark registrations, Trademark Licenses, trade names, trade styles, Copyrights, Copyright registrations, Copyright Licenses and similar intangibles in the processing, production, marketing, distribution or sale by the Secured Party of all or any part of its collateral for the Obligations in connection with and solely in connection with any foreclosure or other realization on such collateral. The license and rights granted the Secured Party hereby shall be exercisable without the payment of any royalty, fee, charge or any other compensation to the Debtor or any other party. Such license and rights shall include reasonable access to all records in which any of the licensed items may be recorded or stored. Such license and rights shall be absolute and unconditional to the extent used for the purpose stated above.

7. *Supplements; Further Assurances.* The Debtor (i) agrees that it will join with the Secured Party in executing and, at the Debtor's own expense, file and refile, or permit the Secured Party to file and refile, such financing statements, continuation statements and other instruments and documents (including, without limitation, this Agreement) in such offices (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office) as the Secured Party may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Secured Party hereunder and (ii) hereby authorizes the Secured Party to file and refile such instruments and documents and any other instruments or documents related thereto without the signature of the Debtor where permitted by law and (iii) agrees to do such further acts and things, and to execute and deliver to the Secured Party such additional instruments and documents, as the Secured Party may reasonably require to carry into effect the purposes of this Agreement or to better assure and confirm unto the Secured Party its respective rights, powers and remedies hereunder. All of the foregoing are to be at the sole cost of the Debtor. Any costs of the foregoing incurred by the Secured Party shall be payable by the Debtor upon demand, together with interest thereon from the date of incurrence at the Default Rate (as hereinafter defined) until so paid, and shall constitute additional Obligations hereunder.

8. *The Secured Party May Perform.* If the Debtor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party (including the fees and expenses of its counsel) so incurred in connection therewith shall be payable by the Debtor under Section 13 hereof.

9. *Defaults and Remedies.* (a) The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(i) default in the payment when due (whether by demand, lapse of time, acceleration or otherwise) of the principal portions of Obligations or any part thereof, or default for a period of 5 business days in the payment when due (whether by demand, lapse of time, acceleration or otherwise) of any other Obligations; or

(ii) default in the observance or performance of any covenant set forth herein dealing with the use or remittance of proceeds of Collateral; or

(iii) default in the observance or performance of any other provision hereof which is not remedied within 30 days after the earlier of (a) the date on which such default shall first become known to any officer of the Debtor or (b) written notice thereof is given to the Debtor by the Secured Party; or

(iv) any representation or warranty made by the Debtor herein, or in any statement or certificate furnished by it pursuant hereto, or in connection with any loan or extension of credit made to or on behalf of or at the request of the Debtor by the Secured Party, shall be false in any material respect as of the date of the issuance or making thereof; or

(v) default in the observance or performance of any terms or provisions of any mortgage, security agreement or any other instrument or document securing any Obligations or setting forth terms and conditions applicable thereto or otherwise relating thereto, or this Security Agreement or any such other mortgage, security agreement, instrument or document shall for any reason not be or shall cease to be in full force and effect or any of the foregoing is declared to be null and void; or

(vi) default shall occur under any evidence of indebtedness for borrowed money aggregating more than \$100,000 issued, assumed or guaranteed by the Debtor or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness for borrowed money (whether or not such maturity is in fact accelerated), or any such indebtedness shall not be paid when due (whether by lapse of time, acceleration or otherwise); or

(vii) any judgment or judgments, writ or writs, or warrant or warrants of attachment, or any similar process or processes in an aggregate amount in excess of \$100,000 shall be entered or filed against the Debtor or against any of its property or assets and which remains unvacated, unbonded, unstayed or unsatisfied for a period of 45 days; or

(viii) the Debtor shall (a) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (b) not pay, or admit in writing its inability to pay, its debts generally as they become due, (c) make an assignment for the benefit of creditors, (d) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (e) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it,

(f) take any action in furtherance of any matter described in parts (a) through (e) above, or (g) fail to contest in good faith any appointment or proceeding described in Section 9(a)(ix) hereof; or

(ix) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the Debtor or any substantial part of any of its property, or a proceeding described in Section 9(a)(viii)(e) shall be instituted against the Debtor, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 60 days; or

(x) any guarantor of any Obligations shall die (provided that it shall not constitute an "*Event of Default*" under this clause (x) if within 150 days of death of any guarantor one or more Persons acceptable to the Secured Party in its sole discretion as evidenced by the Secured Party's written acceptance thereof execute and deliver to the Secured Party replacement guaranties in form and substance satisfactory to the Secured Party and, to the extent required by the Secured Party, the Debtor and the Secured Party enter into an amendment to this Security Agreement reflecting such replacement), or shall terminate, breach, repudiate or disavow its guarantee or any part thereof, or any event specified in Sections 9(a)(viii) or 9(a)(ix) hereof shall occur with regard to said guarantor.

(b) Upon the occurrence and during the continuation of any Event of Default hereunder, the Secured Party shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Illinois and any successor statute(s) thereto (regardless of whether such Uniform Commercial Code is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether such Uniform Commercial Code applies to the affected Collateral), and further the Secured Party may, without demand and without advertisement, notice, hearing or process of law, all of which the Debtor hereby waives, at any time or times, sell and deliver any or all of the Collateral at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as the Secured Party deems advisable, in its sole discretion. In addition to all other sums due the Secured Party hereunder, the Debtor shall pay the Secured Party all reasonable costs and expenses incurred by the Secured Party (including attorneys' fees and court costs) in obtaining, liquidating or enforcing payment of the Collateral or the Obligations or in the prosecution or defense of any action or proceeding by or against the Secured Party or the Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code, as amended (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Debtor in accordance with Section 15(b) hereof at least ten (10) days before the time of sale or other event giving rise to the requirement of such notice; however, no notification need be given to the Debtor if the Debtor has signed, after an Event of Default hereunder has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Secured Party shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. The Secured Party may be the purchaser at any such sale. The Debtor hereby waives all of its rights of redemption from

any such sale. Subject to the provisions of applicable law, the Secured Party may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Secured Party may further postpone such sale by announcement made at such time and place.

(c) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default hereunder, the Secured Party may, to the full extent permitted by applicable law, with ten (10) days' prior notice to the Debtor, and without advertisement, notice, hearing or process of law of any other kind, all of which the Debtor hereby waives, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including, without limitation, any and all consensual rights and powers with respect to the Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or granted a license to use any or all of the Collateral or any part hereof, in each case free of all rights and claims of the Debtor therein and thereto. In that connection, the Secured Party shall have the right to cause any or all of the Collateral to be transferred of record into the name of the Secured Party or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as the Secured Party may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals.

(d) In the event the Secured Party shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Secured Party, then and in every such case the Debtor and the Secured Party shall be restored to their respective former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Secured Party shall continue as if no such proceeding had been instituted.

(e) Failure by the Secured Party to exercise any right, remedy or option under this Agreement or any other agreement between the Debtor and the Secured Party or provided by law, or delay by the Secured Party in exercising the same, shall not operate as a waiver; no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. For purposes of this Agreement, an Event of Default shall be construed as continuing after its occurrence until the same is waived in writing by the Secured Party. Neither the Secured Party nor any party acting as attorney for the Secured Party, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The rights and remedies of the Secured Party under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Secured Party may have.

10. *The Secured Party Appointed Attorney-in-Fact.* The Debtor hereby irrevocably appoints the Secured Party, its nominee, or any other person whom the Secured Party may designate as the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor, the Secured Party or otherwise, upon the occurrence and during

the continuance of any Event of Default hereunder, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to prosecute diligently any patent, trademark or copyright or any application for Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been fully paid and satisfied and the commitments, if any, of the Secured Party to extend credit to or for the account of the Debtor shall have terminated, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks and Copyrights, to file and prosecute opposition and cancellation proceedings, to do all other acts necessary or desirable to preserve all rights in Collateral and otherwise to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable to enforce the rights of the Secured Party with respect to any of the Collateral. The Debtor hereby ratifies and approves all acts of any such attorney and agrees that neither the Secured Party nor any such attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Obligations have been fully paid and satisfied and the commitments, if any, of the Secured Party to extend credit to or for the account of the Debtor have terminated.

11. *Application of Proceeds.* The proceeds and avails of the Collateral at any time received by the Secured Party upon the occurrence and during the continuation of any Event of Default hereunder, including, without limitation, the proceeds of any sale made under or by virtue of the provisions of Section 9 of this Agreement, shall, when received by the Secured Party in cash or its equivalent, be applied by the Secured Party in reduction of the Obligations as follows:

(a) First, to the payment and satisfaction of all sums paid and costs and expenses incurred by the Secured Party hereunder or otherwise in connection herewith, including such monies paid or incurred in connection with protecting, preserving or realizing upon the Collateral or enforcing any of the terms hereof, including reasonable attorneys' fees and court costs, together with any interest thereon (but without preference or priority of principal over interest or of interest over principal), to the extent the Secured Party is not reimbursed therefor by the Debtor; and

(b) Second, to the payment and satisfaction of the remaining Obligations, whether or not then due (in whatever order the Secured Party elects) both for interest and principal.

The Debtor shall remain liable to the Secured Party for any deficiency. Any surplus remaining after the full payment and satisfaction of the Obligations shall be returned to the Debtor or to whomsoever the Secured Party reasonably determines if lawfully entitled thereto.

12. *Indemnification; Litigation.* (a) The Debtor hereby indemnifies the Secured Party for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Secured Party in any way relating to or

arising out of, directly or indirectly, the manufacture, use or sale of products or processes utilizing or embodying any Collateral or any transactions contemplated hereby or any enforcement of the terms hereof; *provided, however*, that the Debtor shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Secured Party.

(b) The Debtor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of the Collateral, suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. To the extent required by Section 5(b)(ii), the Debtor shall promptly notify the Secured Party in writing as to the commencement and prosecution of any such actions, or threat thereof, relating to the Collateral and shall provide to the Secured Party such information with respect thereto as may be reasonably requested. The Secured Party shall provide all reasonable and necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. The Debtor shall indemnify and hold harmless the Secured Party for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, expenses or disbursements (including attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Secured Party in connection with or in any way arising out of such suits, proceedings or other actions; *provided, however*, that the Debtor shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Secured Party.

(c) Upon the occurrence and during the continuation of any Event of Default hereunder, the Secured Party shall have the right, but shall in no way be obligated, to file applications for protection of the Collateral or bring suit in the name of the Debtor or the Secured Party to enforce the Collateral. In the event of such suit, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party, as the case may be, for all costs and expenses incurred by the Secured Party in the exercise of its rights under this Section. In the event that the Secured Party shall elect not to bring suit to enforce the Collateral, the Debtor agrees, to the extent required by Section 5, to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any person so infringing necessary to prevent such infringement.

13. *Expenses.* The Debtor will, upon demand, pay to the Secured Party the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and the fees and expenses of any experts and agents, which the Secured Party may incur in connection with (i) the enforcement and administration of this Agreement (including, without limitation, the filing or recording of any documents), (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Party hereunder or (iv) the failure by the Debtor to perform or observe any of the provisions hereof. All amounts payable by the Debtor under this Section shall be due from the Debtor upon demand and shall bear interest from the date incurred by the

Secured Party at the rate per annum (the "*Default Rate*") determined by adding 2.0% to the rate per annum from time to time announced or otherwise established by the Secured Party as its prime commercial rate (with the Default Rate computed on the basis of a year of 360 days for the actual number of days elapsed and any change in the Default Rate resulting from a change in such prime commercial rate to be effective on the date of the relevant change in such prime commercial rate). All amounts so payable, together with such interest thereon, shall be part of the Obligations. The Debtor's obligations under this Section shall survive the termination of this Agreement and the discharge of the Debtor's other obligations hereunder.

14. *Termination and Release.* This Agreement is made for collateral purposes only. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Obligations, both for principal and interest, have been fully paid and satisfied and the commitments, if any, of the Secured Party to extend credit to or for the account of the Debtor shall have terminated. Upon such termination of this Agreement, the Secured Party shall, upon the request and at the expense of the Debtor, forthwith assign, transfer and deliver, against receipt and without recourse to the Secured Party, such of the Collateral as may then be in the possession of the Secured Party and as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of the Debtor. Said assignment, transfer and delivery shall include an instrument in form recordable in the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, by which the Secured Party shall terminate, release and without representation, recourse or warranty, reassign to the Debtor all rights in each Patent, Patent License, Trademark, Trademark License, Copyright and Copyright License, including each registration thereof and application therefor, conveyed and transferred to the Secured Party pursuant to this Agreement.

15. *Miscellaneous.* (a) This Agreement cannot be changed or terminated orally. This Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Debtor, its successors and assigns and shall inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors and assigns; *provided, however,* that the Debtor may not assign its rights or delegate its duties hereunder without the Secured Party's prior written consent. The Debtor hereby releases the Secured Party from any liability for any act or omission relating to the Collateral or this Agreement, except the Secured Party's gross negligence or willful misconduct.

(b) Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party at its address or telecopier number set forth below (or, if no such address is set forth below, at the address of the Debtor as shown on the records of the Secured Party), or such other address or telecopier number as such party may hereafter specify by notice to the other given by United States certified or registered mail, by telecopy or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

to the Debtor at:
Iceberg Enterprises, LLC
310 Windy Point Drive
Glendale Heights, Illinois 60139
Attention: Howard Green
Telephone: (630) 588-8015
Telecopy: (630) 588-8226

to the Secured Party at:
Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603
Attention: Gail Hartman
Telephone: (312) 461-2782
Telecopy: (312) 765-8348

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means (including, without limitation, via recognized overnight courier), when delivered at the addresses specified in this Section.

(c) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provision hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(d) This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Illinois. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(e) The Debtor hereby submits to the non-exclusive jurisdiction of the United States District Court for the Northern District of Illinois and of any Illinois state court sitting in the City of Chicago for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. The Debtor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient form. **THE DEBTOR AND THE SECURED PARTY EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(f) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each constituting an original, but all together one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Security Agreement Re: Intellectual Property to be duly executed as of this 2nd day of March, 2000.

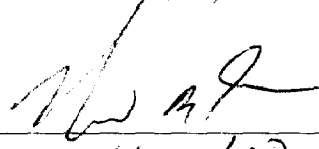
"DEBTOR"

ICEBERG ENTERPRISES, LLC

By

Name

Title



Howard B. Green

Chairman

"SECURED PARTY"

HARRIS TRUST AND SAVINGS BANK

By

Name

Title

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Security Agreement Re: Intellectual Property to be duly executed as of this 2nd day of March, 2000.

"DEBTOR"

ICEBERG ENTERPRISES, LLC

By _____
Name _____
Title _____

"SECURED PARTY"

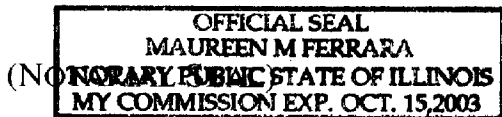
HARRIS TRUST AND SAVINGS BANK

By Gail W. Hartman
Name GAIL W. HARTMAN
Title VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Maureen M Ferrara, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Howard B Green, Chairman of Iceberg Enterprises, LLC, a(n) Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2 day of March, 2000.



Maureen M Ferrara
Notary Public

Maureen M Ferrara
(Type or Print Name)

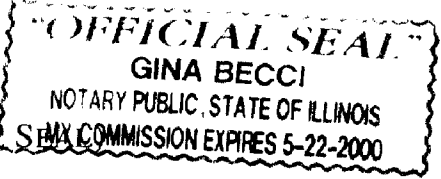
My Commission Expires:

10-15-03

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Gina Becci, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gail Hartman, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2 day of March, 2000.



(NOTARIAL SEAL)

A handwritten signature in black ink, appearing to read "Gina Becci".

Notary Public

Gina Becci

(Type or Print Name)

My Commission Expires:

5-22-00

SCHEDULE A-1

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

U.S. PATENTS

U.S. PATENT NUMBER	TITLE OF PATENT	INVENTOR(S)	DATE ISSUED	EXPIRATION DATE
D384,265	Handle for Storage Cabinet	Darren Scott Saravis	10/30/95	09/30/09
D278,252	Drawer Insert for a Desk Storage Tray System	Mel Evenson	04/02/85	04/02/99
D278,253	Drawer insert for a Desk Storage Tray System	Mel Evenson	04/02/85	04/02/99
D278,254	Drawer Insert for a Desk Storage Tray System	Mel Evenson	04/02/85	04/02/99
D278,255	Drawer Insert for a Desk Storage Tray System	Mel Evenson	04/02/85	04/02/99
D279,384	Drawer Insert for a Desk Storage Tray System	Mel Evenson	06/25/85	06/25/99
D309,032	Adjustable Support Arm for Lamps or the Like	Jerry Sharber & Mel Evenson	07/03/90	07/03/04
D311,081	Office Cart	Jerry Sharber & Mel Evenson	10/02/90	10/02/04
D311,753	Printer Stand	Donald R. Westland & H. Charles Hassel	10/30/90	10/30/04
D311,754	Printer Stand	Donald R. Westland & H. Charles Hassel	10/30/90	10/30/04
D315,456	Lap Desk	Jim Couch, Kent W. Murphy	03/19/91	03/19/05

		& Charles W. Kraft, Jr.		
D318,269	Cable Management Housing for a Computer Work Station	Donald R. Westland & H. Charles Hassel	07/16/91	07/16/05
D318,768	Work Station Desk	Donald R. Westland & H. Charles Hassel	08/06/91	08/06/05
D351,920	Adjustable Computer Monitor Light	Neil Nagy & J. Kipton Pohlman	10/25/94	10/25/08
D355,091	Desk Top	Patrick M. Green & Robert R. Huerto	02/07/95	02/07/09
D360,091	Desk	H. Charles Hassel & Michael J. Rocha	07/11/95	07/11/09
D360,725	Book Cart	Rusty B. Snell	07/25/95	07/25/09
D361,187	Service Cart	Rusty B. Snell	08/08/95	08/08/09
D361,218	Computer Desk	H. Charles Hassel & Hector R. Santos	08/15/95	08/15/09
D361,228	Printer Stand	H. Charles Hassel & Hector R. Santos	8/15/95	08/15/09
D361,419	Video Cart	Rusty B. Snell	08/15/95	08/15/09
D361,643	In-House Mail Delivery Cart	Rusty B. Snell	08/22/95	08/22/09
D365,224	File Storage Unit	J. Kipton Pohlman	12/19/95	12/19/09
D367,378	Desk	Patrick M. Green & Robert R. Huerto	02/27/96	02/27/10
D371,921	Computer Desk	Christopher Anzalone & Doug Patton	07/23/96	07/23/10
D372,818	Desk Extension	Rusty B. Snell	08/20/96	08/20/10
D377,721	File Cabinet	J. Kipton Pohlman	02/04/97	02/04/11
5,566,961	Modular Storage Unit	Rusty B. Snell & Walter Drysdale	10/22/96	10/16/16
5,613,746	Desk Assembly	Patrick M. Green & Robert R. Huerto	03/25/97	03/25/17

PENDING U.S. PATENT APPLICATIONS - NONE.

FOREIGN PATENTS

Country	Patent Number	Title	Date Issued
Australia	108,737	Office Cart	08/21/90
Australia	108,748	Beverage Tray Organizer	08/21/90
Benelux	2,566,601	Book Cart	12/16/94
Benelux	2,566,602	In-House Mail Delivery Cart	12/16/94
Benelux	2,566,603	Service Cart	12/16/94
Benelux	2,566,604	Carts	12/16/94
Canada	76,886	File Storage Unit	07/27/95
Canada	76,924	Computer Desk	08/03/95
Canada	77,020	Book Cart	08/17/95
Canada	77,021	In-House Mail Delivery Cart	08/17/95
Canada	77,022	Video Cart	08/17/95
Canada	77,023	Service Cart	08/17/95
Canada	78,867	File Cabinet	08/09/96
France	890,811	Cable Management System	01/22/90
France	891,459	Work Station Desk	02/21/90
France	891,503	Printer Stand	02/14/90
France	892,694	Office Cart	04/20/89
International	031,638	File Storage Unit	12/28/94
International	031,640	Book Cart	12/28/94
International	031,640	In-House Mail Delivery Cart	12/28/94
International	031,640	Service Cart	12/28/94
International	031,640	Video Cart	12/28/94
Italy	55,646	Office Cart	03/26/91
Japan	959,174	In-House Mail Delivery Cart	05/10/96
Japan	959,175	Book Cart	05/10/96
Japan	959,176	Service Cart	05/10/96
Japan	959,177	Video Cart	05/10/96
Mexico	8,073	Book Cart	02/01/96

Mexico	8,074	In-House Mail Delivery Cart	02/01/96
Mexico	8,075	Service Cart	02/01/96
Mexico	8,076	Video Cart	02/01/96
Mexico	8,317	Computer Desk	06/18/96
Mexico	8,352	File Storage Unit	07/09/96
United Kingdom	1,056,859	Work Station Desk	09/06/88
United Kingdom	2,043,977	Service Cart	03/29/95
United Kingdom	2,043,978	Video Cart	03/29/95
United Kingdom	2,043,979	In-House Mail Delivery Cart	03/29/95
United Kingdom	2,043,980	Book Cart	03/29/95
United Kingdom	2,043,981	File Storage Unit	06/20/95

SCHEDULE A-2

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

PATENT LICENSES

U.S. PATENT NUMBER	DATE ISSUED	LICENSE AGREEMENT
4,616,798	10/14/86	Agreement between Haworth, Inc. and Rubbermaid Office Products Inc., dated July 1, 1994 regarding the licenses of an adjustable support for CRT keyboard patent.

SCHEDULE B-1

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED U.S. TRADEMARK	REGISTRATION NUMBER	DATE
Data Cart	1,135,079	5/13/80
Mobile Manager	1,711,379	9/1/92

** Common Law Trademark: Resinite

PENDING U.S. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NUMBER	FILING DATE
Indestruc-Tables	75901896	1/21/00
SpillGuard	pending	pending

REGISTERED FOREIGN TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION NUMBER	DATE
Canada	Aspira	TMA438,530	01/27/95
Canada	Beverage Mate	TMA426,993	05/06/94
Canada	Data Cart	TMA243,614	04/18/80
Canada	Mobile Manager	TMA423,459	02/18/94
Canada	Officeworks	TMA456,780	04/26/96
Canada	SnapEase	TMA453,006	01/26/96

Canada	Workmanager	TMA425,077	03/11/94
Japan	Workmanager	3,108,797	12/26/95
U.K.	Workmanager	1,474,600	08/28/91

SCHEDULE B-2

TO SECURITY AGREEMENT

RE: INTELLECTUAL PROPERTY

TRADEMARK LICENSES - NONE.

SCHEDULE C-1

**TO SECURITY AGREEMENT
RE: INTELLECTUAL PROPERTY**

COPYRIGHTS - NONE.

SCHEDULE C-2

TO SECURITY AGREEMENT

RE: INTELLECTUAL PROPERTY

COPYRIGHTS LICENSES - NONE.

TRADEMARK

REEL: 002052 FRAME: 0050

RECORDED: 03/09/2000