

08-02-2000

FORM PTO-1618A
Expires 06/30/99
OMB 065-0027

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



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/02/2000 JJALLAH2 00000014 534930

01 FC:481
02 FC:482

40.00 OP
225.00 OP

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

TRADEMARK
REEL: 002113 FRAME: 0101

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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

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

Trademark Application Number(s)

Registration Number(s)

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

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

Method of Payment: Enclosed Deposit Account

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

Authorization to charge additional fees: Yes No

Statement and Signature

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

Timothy M. Donoughue
Name of Person Signing

[Signature]
Signature

July 5, 2000
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

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AMENDED AND RESTATED
SECURITY AGREEMENT

This AMENDED AND RESTATED SECURITY AGREEMENT ("Agreement") dated as of June 17, 1999, is made by each of the entities set forth on the execution pages of this Agreement (collectively, the "Debtors" and individually, each a "Debtor") whose addresses are set forth on the execution pages hereof in favor of COMERICA BANK-TEXAS, a Texas banking association ("Comerica") with its principal offices in Dallas, Texas, as secured party for itself as agent, and in its capacity as collateral agent for the Banks (as defined in the Credit Agreement (as hereinafter defined)) (in such capacity, the "Secured Party").

W I T N E S S E T H:

WHEREAS, Debtors and Comerica as secured party for itself as agent in its capacity as collateral agents for the banks entered into that certain Security Agreement dated June 30, 1998, as amended (the "Original Security Agreement"), pursuant to that certain Credit Agreement dated June 30, 1998, as amended, by and among Industrial Holdings, Inc., a Texas corporation (the "Borrower"), the banks and Comerica as agent for itself and the banks (the "Original Credit Agreement"); and

WHEREAS, Borrower, the banks and Comerica as agents for itself and the banks have entered into that certain Amended and Restated Credit Agreement dated of even date herewith (such Amended and Restated Credit Agreement, as it may hereafter be amended, modified, supplemented and/or restated from time to time being hereinafter referred to as the "Credit Agreement"), which amended and restated the Original Credit Agreement;

WHEREAS, the Debtors and Comerica desire to enter into this Agreement pursuant to the Credit Agreement;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend and restate the Original Security Agreement as follows:

ARTICLE I
Security Interest

1.1 Security Interest. Each Debtor hereby grants to Secured Party for itself and for the benefit of the Banks a lien and security interest (the "Security Interests") in all of such Debtor's right, title and interest in and to all assets of such Debtor, whether now owned or existing or hereafter arising or acquired and wherever arising or located, **except as excluded on Schedule I hereto**, including, without limitation, the following property (such property being hereinafter sometimes collectively called the "Collateral"):

(a) All accounts (as defined in the UCC (as defined in the Credit Agreement)) and whether or not included in such definition, all receivables, accounts receivable, lease receivables, contract rights, chattel paper, drafts, acceptances, instruments, writings evidencing a monetary obligation or a security interest or a lease of goods, general intangibles and other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, lease receivables, chattel paper, drafts, acceptances, instruments, writings evidencing a monetary obligation or a security interest or a lease of goods, general intangibles or obligations (any and all of the foregoing property being collectively called the "Receivables"); and

(b) All inventory (as defined in the UCC) in all of its forms, wherever located, now or hereafter existing and whether acquired by purchase, merger or otherwise, and (whether or not included in such UCC definition) all raw materials, stores, tools, and work in process therefor, all finished goods, spare parts, service parts, and all materials used or consumed in the manufacturing, packing, shipping, advertising, selling, leasing or production thereof, including goods in which such Debtor has an interest in mass or joint or other interest or right of any kind and goods which are returned to or repossessed by such Debtor, and all accessions thereto and products thereof and documents therefor (any and all of the foregoing property being collectively called the "Inventory"); and

(c) All general intangibles (as defined in the UCC) and whether or not included in such definition, to the maximum extent assignable pursuant to the terms thereof, all inventions, processes, production methods, proprietary information and know-how; all intellectual property rights; all business records, books, files, ledgers, documents and correspondence, confidential and otherwise, including market information, sales aids, customer and supplier lists, files, records and data; all accounting information and all media in which or on which any of the information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; all computer software (including all source codes), data rights, documentation and associated license, escrow, support, maintenance and software development agreements now or hereafter held pertaining to the operations of such Debtor's business; all licenses and sublicenses, including any of such which relate to computer software; all consents, permits, variances now or hereafter held by such Debtor pertaining to operations or business now or hereafter conducted; all rights to receive return of deposits and trust payments; all rights to payment under letters of credit and similar agreements; all tax refunds; all proceeds of any insurance, indemnity, warranty or guaranty; and all causes of action, whether arising out of a claim of tort or breach of contract and all rights, claims and warranties (any and all of the foregoing property being collectively called the "General Intangibles"); and

(d) All equipment (as defined in the UCC) and (whether or not included in such definition) all tangible personal property including all retail store, storage, office or facility

equipment and other retail, manufacturing and research items, computer hardware, all vehicles, goods, machinery, chattels, tools, dies, jigs, molds, parts, machine tools, furniture, furnishings, fixtures, and supplies, of every nature, wherever located, all additions, accessories and improvements thereto and substitutions therefor and all accessories, parts and equipment which may be attached to or which are necessary for the operation and use of such personal property or fixtures, whether or not the same shall be deemed to be affixed to, arise out of or relate to any real property owned or leased by such Debtor, together with all accessions thereto, and all rights under or arising out of present or future leases or contracts relating to the foregoing (any and all of the foregoing property being collectively called the "Equipment"); and

(e) All motor vehicles, trailers or other vehicles now or hereafter required to be registered or licensed under the Texas Certificate of Title Act or any similar law in any other jurisdiction and as to which title thereto is evidenced by a certificate of title issued by a Governmental Authority including, without limitation, the vehicles described in Schedule II (any and all of the foregoing property being collectively called the "Title Vehicles"); and

(f) All rights in and to all permits, licenses, authorizations, approvals, product and establishment registrations and approvals, certificates of convenience or necessity franchises, immunities, easements, consents, grants, ordinances and other rights, in each case now or hereafter granted by any Governmental Authority (as defined in the Credit Agreement), pertaining to the operation of the business; and

(g) All sales orders, sales contracts, purchase orders, purchase contracts, operating agreements, management agreements, service agreements, development agreements, consulting agreements, leases and other contract rights and, to the extent they can lawfully be conveyed or assigned under express or implied warranties from providers of goods or services pertaining to the operation of the business (any and all of the foregoing property being collectively called the "Contracts"); and

(h) All letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including all national and multinational statutory invention registrations, patents (including letters patent; patent registrations and patent applications and any other patents which may issue on such application) including, without limitation, all those listed in Schedule III hereto and including all reissues, continuations or extensions thereof and all rights therein provided by law, multinational treaties or conventions (any and all of the foregoing property being collectively called the "Patents"); and

(i) All trademarks, trade names, service marks, trade dress, logos, including all good will associated therewith, whether or not registered, all registrations and recordings thereof, and all applications in connection therewith, including registrations 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 throughout the world or any political

subdivision thereof, including, without limitation, all those listed in Schedule IV hereto and including all reissues, extensions or renewals thereof, and all written agreements granting any right to use any trademark or trademark registration and all rights therein provided by multinational treaties or conventions (any and all of the foregoing property being collectively called the "Trademarks"); and

(j) All instruments, chattel paper and letters of credit (each as defined in the UCC) and any other items including all promissory notes and other instruments held by and of the Debtors evidencing indebtedness owed to any of them by any Person (any and all of the foregoing property being the "Instruments"); and

(k) All documents (as defined in the UCC) and other receipts covering, evidencing or presenting goods; and

(l) All interests of any kind in any partnerships and any other entities in which such Debtor has any interest, legal, beneficial or otherwise; and

(m) All products and proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

1.2 Obligations. The Collateral shall secure the following obligations, indebtedness, and liabilities (all such obligations, indebtedness, and liabilities being hereinafter sometimes called the "Obligations"):

(a) the "Obligations" as such term is defined in the Credit Agreement owing to Secured Party, and on a pro rata basis to the Banks;

(b) the obligations and indebtedness of each Debtor that is now or hereafter a party to the Guaranty (as defined in the Credit Agreement) under such Guaranty; and

(c) all amendments, extensions, renewals, modifications, supplements and/or restatements of any of the foregoing.

ARTICLE II Representations and Warranties

To induce Secured Party to enter into this Agreement and make extensions of credit to the Borrower, Debtors represent and warrant to Secured Party that:

2.1 Title. Except for the security interest granted herein and for Permitted Liens (as defined in the Credit Agreement), each Debtor owns, and with respect to Collateral acquired after the date

hereof, each such Debtor will own, the Collateral free and clear of any lien, security interest, or other encumbrance.

2.2 Accounts. Unless such Debtor has given Secured Party written notice to the contrary, whenever the security interest granted hereunder attaches to an account, such Debtor shall be deemed to have represented and warranted to Secured Party as to each and all of its accounts that (i) each account is genuine and in all respects what it purports to be, (ii) each account represents the legal, valid, and binding obligation of the account debtor evidencing indebtedness unpaid and owed by such account debtor arising out of the performance of labor or services by such Debtor or the sale or lease of goods by such Debtor, (iii) the amount of each account represented as owing is the correct amount actually and unconditionally owing except for normal trade discounts granted in the ordinary course of business, and (iv) no account is subject to any offset, counterclaim, or other defense.

2.3 Financing Statements. No financing statement, security agreement, or other lien instrument covering all or any part of the Collateral is on file in any public office, except as may have been filed in favor of Secured Party pursuant to this Agreement or in favor of Comerica in connection with a Permitted Lien.

2.4 Organization and Authority. Each Debtor is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation. Each Debtor has the corporate power and authority to execute, deliver, and perform this Agreement, and the execution, delivery, and performance of this Agreement by such Debtor have been authorized by all necessary corporate action on the part of such Debtor and do not and will not violate any law, rule, or regulation or the articles of incorporation or bylaws of such Debtor and do not and will not conflict with, result in a breach of, or constitute a default under the provisions of any indenture, mortgage, deed of trust, security agreement, or other instrument or agreement pursuant to which such Debtor or any of its property is bound.

2.5 Principal Place of Business. The principal place of business and chief executive office of each Debtor, and the office where each Debtor keeps its books and records, is located at the respective addresses as shown on Schedule V hereto for the Debtors.

2.6 Location of Collateral. All inventory, machinery, and equipment of each Debtor are located at the respective locations specified for such Debtor on Schedule VI hereto.

ARTICLE III Covenants

Each Debtor covenants and agrees with Secured Party that until the Obligations are paid and performed in full:

3.1 Maintenance. Each Debtor shall maintain its equipment and machinery (which are part of the Collateral) in good operating condition and repair and shall not permit any waste or destruction of such Collateral or any part thereof. Each Debtor shall not use or permit the Collateral owned by

it to be used in violation of any law or inconsistently with the terms of any policy of insurance. Each Debtor shall not use or permit the Collateral to be used in any manner or for any purpose that would impair the value of the Collateral or expose the Collateral to unusual risk.

3.2 Encumbrances. No Debtor shall create, permit, or suffer to exist, and each Debtor shall defend the Collateral against, any lien, security interest, or other encumbrance on the Collateral except the security interest of Secured Party hereunder and Permitted Liens, and shall defend such Debtor's rights in the Collateral and Secured Party's security interest in the Collateral against the claims of all persons and entities.

3.3 Modification of Collateral. No Debtor shall do anything to impair the rights of Secured Party in the Collateral. Without the prior written consent of Secured Party, no Debtor shall grant any extension of time for any payment with respect to the Collateral, or compromise, compound, or settle any of the Collateral, or release in whole or in part any person or entity liable for payment with respect to the Collateral, or allow any credit or discount for payment with respect to the Collateral other than normal trade discounts granted in the ordinary course of business and other than modifications of Receivables in the ordinary course of business, or release any lien, security interest, or assignment securing the Collateral, or otherwise amend or modify any of the Collateral.

3.4 Disposition of Collateral. No Debtor shall sell, lease, or otherwise dispose of the Collateral or any part thereof without the prior written consent of Secured Party, except Debtors may sell inventory in the ordinary course of business.

3.5 Further Assurances. At any time and from time to time, upon the request of Secured Party, and at the sole expense of such Debtor, such Debtor shall promptly execute and deliver all such further instruments and documents and take such further action as Secured Party may deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement, including, without limitation, the execution and filing of such financing statements as Secured Party may require. A carbon, photographic, or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement. Each Debtor shall promptly endorse and deliver to Secured Party all documents, instruments, and chattel paper that it now owns or may hereafter acquire.

3.6 Risk of Loss; Insurance. Debtors shall be responsible for any loss of or damage to the Collateral. Debtors shall maintain the insurance coverage required by the Credit Agreement.

3.7 Warehouse Receipts Non-Negotiable. Each Debtor agrees that if any warehouse receipt or receipt in the nature of a warehouse receipt is issued with respect to any of its inventory, such warehouse receipt or receipt in the nature thereof shall not be "negotiable" (as such term is used in Section 7-104 of the UCC).

3.8 Inspection Rights. Each Debtor shall permit Secured Party and its representatives to examine or inspect the Collateral wherever located and to examine, inspect, and copy such Debtor's books and records at any reasonable time and as often as Secured Party may desire.

3.9 Mortgagee's and Landlord Waivers. Each Debtor shall cause each mortgagee of real property owned by such Debtor and each landlord of real property leased by such Debtor to execute and deliver instruments satisfactory in form and substance to Secured Party by which such mortgagee or landlord waives its rights, if any, in the Collateral.

3.10 Taxes. Each Debtor agrees to pay or discharge prior to delinquency all taxes, assessments, levies, and other governmental charges imposed on it or its property, except such Debtor shall not be required to pay or discharge any tax, assessment, levy, or other governmental charge if (i) the amount or validity thereof is being contested by such Debtor in good faith by appropriate proceedings diligently pursued, (ii) such proceedings do not involve any risk of sale, forfeiture, or loss of the Collateral or any interest therein, and (iii) adequate reserves therefor have been established in conformity with generally accepted accounting principles.

3.11 Notification. Each Debtor shall promptly notify Secured Party of (i) any lien, security interest, encumbrance, or claim made or threatened against the Collateral, (ii) any material change in the Collateral, including, without limitation, any material damage to or loss of the Collateral, and (iii) the occurrence or existence of any Event of Default (hereinafter defined) or the occurrence or existence of any condition or event that, with the giving of notice or lapse of time or both, would be an Event of Default.

3.12 Corporate Changes. No Debtor shall change its name, identity, or corporate structure in any manner that might make any financing statement filed in connection with this Agreement seriously misleading unless such Debtor shall have given Secured Party thirty (30) days prior written notice thereof and shall have taken all action deemed necessary or desirable by Secured Party to make each financing statement not seriously misleading. No Debtor shall change its principal place of business, chief executive office, or the place where it keeps its books and records unless it shall have given Secured Party thirty (30) days prior written notice thereof and shall have taken all action deemed necessary or desirable by Secured Party to cause its security interest in the Collateral to be perfected with the priority required by this Agreement.

3.13 Location of Collateral. No Debtor shall move any of its equipment, machinery, or inventory from the locations specified herein without the prior written consent of Secured Party.

ARTICLE IV Rights of Secured Party

4.1 Power of Attorney. Each Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of such Debtor or in its own name, from and after the occurrence of any Event of Default, to take any and all action and to

execute any and all documents and instruments which Secured Party at any time and from time to time deems necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, such Debtor hereby gives Secured Party the power and right on behalf of such Debtor and in its own name to do any of the following, without notice to or the consent of such Debtor:

(i) to demand, sue for, collect, or receive in the name of such Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title, or any other instruments for the payment of money under the Collateral or any policy of insurance;

(ii) to pay or discharge taxes, liens, security interests, or other encumbrances levied or placed on or threatened against the Collateral;

(iii) to send requests for verification to account debtors and other obligors;

(iv) to notify post office authorities to change the address for delivery of mail of such Debtor to an address designated by Secured Party and to receive, open, and dispose of mail addressed to such Debtor; and

(v) (A) to direct account debtors and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to Secured Party or as Secured Party shall direct; (B) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications, and notices in connection with accounts and other documents relating to the Collateral; (D) to commence and prosecute any suit, action, or proceeding at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action, or proceeding brought against such Debtor with respect to any Collateral; (F) to settle, compromise, or adjust any suit, action, or proceeding described above and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate; (G) to exchange any of the Collateral for other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depository, transfer agent, registrar, or other designated agency upon such terms as Secured Party may determine; (H) to add or release any guarantor, endorser, surety, or other party to any of the Collateral or the Obligations; (I) to renew, extend, or otherwise change the terms and conditions of any of the Collateral or Obligations; (J) to insure, and to make, settle, compromise, or adjust claims under any insurance policy covering, any of the Collateral; and (K) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner

thereof for all purposes, and to do, at Secured Party's option and such Debtor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve, or realize upon the Collateral and Secured Party's security interest therein.

This power of attorney is a power coupled with an interest and shall be irrevocable. Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its willful misconduct. This power of attorney is conferred on Secured Party solely to protect, preserve, and realize upon its security interest in the Collateral. Secured Party shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral.

4.2 Performance by Secured Party. If any Debtor fails to perform or comply with any of its agreements contained herein, Secured Party itself may, at its sole discretion, cause or attempt to cause performance or compliance with such agreement and the expenses of Secured Party, together with interest thereon at the maximum nonusurious per annum rate permitted by applicable law, shall be payable by Debtors to Secured Party on demand and shall constitute Obligations secured by this Agreement. Notwithstanding the foregoing, it is expressly agreed that Secured Party shall not have any liability or responsibility for the performance of any obligation of any Debtor under this Agreement.

4.3 Setoff, Property Held by Secured Party. Secured Party shall have the right to set off and apply against the Obligations, at any time and without notice to any Debtor, any and all deposits (general or special, time or demand, provisional or final) or other sums at any time credited by or owing from Secured Party to such Debtor whether or not the Obligations are then due. As additional security for the Obligations, each Debtor hereby grants Secured Party a security interest in all money, instruments, and other property of such Debtor now or hereafter held by Secured Party, including, without limitation, property held in safekeeping. In addition to Secured Party's right of setoff and as further security for the Obligations, each Debtor hereby grants Secured Party a security interest in all deposits (general or special, time or demand, provisional or final) and other accounts of such Debtor now or hereafter on deposit with or held by Secured Party and all other sums at any time credited by or owing from Secured Party to such Debtor. The rights and remedies of Secured Party hereunder are in addition to other rights and remedies (including, without limitation, other rights of setoff) which Secured Party may have.

4.4 Assignment by Secured Party. Secured Party may from time to time assign the Obligations and any portion thereof and/or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of Secured Party under this Agreement in relation thereto.

ARTICLE V

Default

5.1 Events of Default. The occurrence of an Event of Default (as defined in the Credit Agreement) shall constitute an "Event of Default" hereunder.

5.2 Rights and Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the following rights and remedies:

(i) Secured Party may declare the Obligations or any part thereof immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by each Debtor; provided, however, that upon the occurrence of an Event of Default under Section 11.1(d) or Section 11.1(e) of the Credit Agreement, the Obligations shall become immediately due and payable without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by each Debtor.

(ii) In addition to all other rights and remedies granted to Secured Party in this Agreement and in any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, Secured Party shall have all of the rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Secured Party may (A) without demand or notice to any Debtor, collect, receive, or take possession of the Collateral or any part thereof and for that purpose Secured Party may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable, and/or (B) sell, lease, or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at Secured Party's offices or elsewhere, for cash, on credit, or for future delivery. Upon the request of Secured Party, such Debtor shall assemble the Collateral and make it available to Secured Party at any place designated by Secured Party that is reasonably convenient to such Debtor and Secured Party. Each Debtor agrees that Secured Party shall not be obligated to give more than ten (10) days written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. Debtors shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all attorneys' fees, legal expenses, and all other expenses incurred by Secured Party in connection with the collection of the Obligations and the enforcement of Secured Party's rights under this Agreement. Secured Party may apply the Collateral against the Obligations in such order and manner as Secured Party may elect in its sole discretion. Debtors shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay the Obligations. Each Debtor waives all rights of marshaling in respect of the Collateral.

(iii) Secured Party may cause any or all of the Collateral held by it to be transferred into the name of Secured Party or the name or names of Secured Party's nominee or nominees.

(iv) Secured Party may exercise or cause to be exercised all voting rights and corporate powers in respect of the Collateral.

(v) In addition to the remedies set forth above, as to such Collateral subject to the laws of the State of Louisiana, the Secured Party shall have the following rights and remedies: Instead of exercising the power of sale herein conferred upon it, Secured Party may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. For the purposes of Louisiana executory process procedures, each Debtor does hereby acknowledge the Obligations and confess judgment in favor of the Secured Party for the full amount of the Obligations. The Debtors do, by these presents, consent and agree that upon the occurrence of an Event of Default it shall be lawful for the Secured Party to cause all and singular the Collateral to be seized and sold under executory or ordinary process, at the Secured Party's sole option, without appraisal, appraisal being hereby expressly waived, in one lot as an entirety or in separate parcels or portions as the Secured Party may determine, to the highest bidder, and otherwise exercise the rights, powers and remedies afforded herein and under applicable Louisiana law. Any and all declarations of fact made by authentic act before a Notary Public in the presence of two witnesses by a person declaring that such facts lie within his knowledge shall constitute authentic evidence of such facts for the purpose of executory process. The Debtors hereby waive in favor of the Secured Party and the Banks: (a) the benefit of appraisal as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same; (b) the demand and three days delay accorded by Louisiana Code of Civil Procedure Articles 2639 and 2721; (c) the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721; (d) the three days delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and (e) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above. In the event the Collateral or any part thereof is seized as an incident to an action for the recognition or enforcement of this Agreement by executory process, ordinary process, sequestration, writ of fieri facias, or otherwise, the Debtor and the Secured Party agree that the court issuing any such order shall, if petitioned for by the Secured Party, direct the applicable sheriff to appoint as a keeper of the Collateral, the Secured Party or any agent designated by the Secured Party or any person named by the Secured Party at the time such seizure is effected. This designation is pursuant to Louisiana Revised Statutes 9:5136-9:5140.2 and the Secured Party shall be entitled to all the rights and benefits afforded thereunder as the same may be amended. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Collateral, an amount equal to \$100 per day, payable on a monthly basis. The designation of keeper made herein shall not be deemed to require the Secured Party to provoke the appointment of such a keeper.

-
ARTICLE VI
Miscellaneous

6.1 Expenses; Indemnification. Debtors agree to pay on demand all costs and expenses incurred by Secured Party in connection with the preparation, negotiation, and execution of the Agreement and any and all amendments, modifications, and supplements hereto. Debtors agree to pay and to hold Secured Party harmless from and against all fees and all excise, sales, stamp, and other taxes payable in connection with this Agreement or the transactions contemplated hereby. Debtors hereby indemnify Secured Party and each affiliate thereof and their respective officers, directors, employees, attorneys, and agents from, and holds each of them harmless against, any and all losses, liabilities, claims, damages, penalties, judgments, costs, and expenses (including attorneys' fees) to which any of them may become subject which directly or indirectly arise from or relate to (i) the negotiation, execution, delivery, performance, administration, or enforcement of this Agreement or any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, (ii) any of the transactions contemplated by this Agreement or any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, (iii) any breach by any Debtor of any representation, warranty, covenant, or other agreement contained in this Agreement or any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, or (iv) any investigation, litigation, or other proceeding, including, without limitation, any threatened investigation, litigation, or other proceeding relating to any of the foregoing. Without limiting any provision of this Agreement or any other instrument, or agreement securing, evidencing, or relating to the Obligations or any part thereof, it is the express intention of the parties hereto that each person or entity to be indemnified under this Section shall be indemnified from and held harmless against any and all losses, liabilities, claims, damages, penalties, judgments, costs, and expenses (including attorneys' fees) arising out of or resulting from the sole or contributory negligence of the person or entity to be indemnified.

6.2 No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

6.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, successors, and assigns, except that Debtor may not assign any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

6.4 AMENDMENT; ENTIRE AGREEMENT. THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED BY DEBTORS IN CONNECTION WITH THE OBLIGATIONS EMBODY THE FINAL, ENTIRE AGREEMENT BETWEEN DEBTORS AND SECURED PARTY AND SUPERSEDE ANY AND

ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF ANY DEBTOR AND SECURED PARTY. THERE ARE NO ORAL AGREEMENTS BETWEEN ANY DEBTOR AND SECURED PARTY. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

6.5 Notices. All notices and other communications provided for in this Agreement shall be given or made by telex, telegraph, telecopy, cable, or in writing and telexed, telecopied, telegraphed, cabled, mailed by certified mail return receipt requested, or delivered to the intended recipient at the "Address for Notices" specified below its name on the signature pages hereof; or, as to any party at such other address as shall be designated by such party in a notice to the other party given in accordance with this Section. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by telex or telecopy, subject to telephone confirmation of receipt, or delivered to the telegraph or cable office, subject to telephone confirmation of receipt, or when personally delivered or, in the case of a mailed notice, when duly deposited in the mails, in each case given or addressed as aforesaid.

6.6 Applicable Law; Venue; Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America (without reference to principles of conflicts of laws). This Agreement has been entered into in Dallas County, Texas, and it shall be performable for all purposes in Dallas County, Texas. Any action or proceeding against Debtor under or in connection with this Agreement or any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof may be brought in any state or federal court in Dallas County, Texas. Debtor hereby irrevocably (i) submits to the nonexclusive jurisdiction of such courts, and (ii) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Debtor agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined in accordance with the provisions of Section 6.05 of this Agreement. Nothing in this Agreement or any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof shall affect the right of Secured Party to serve process in any other manner permitted by law or shall limit the right of Secured Party to bring any action or proceeding against Debtor or with respect to any of the Collateral in any state or federal court in any other jurisdiction. Any action or proceeding by Debtor against Secured Party shall be brought only in a court located in Dallas County, Texas.

6.7 Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

6.8 Survival of Representations and Warranties. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by Secured Party shall affect the representations and warranties or the right of Secured Party to rely upon them.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. Pursuant to Section 8.8 of the Credit Agreement, the Borrower has agreed to cause all Persons that become Subsidiaries (as defined in the Credit Agreement) after the date hereof to execute and deliver a counterpart of this Agreement. Each such Subsidiary shall, by executing a counterpart of this Agreement, become a party to, and be bound in all respects by the terms of this Agreement.

6.10 Waiver of Bond. In the event Secured Party seeks to take possession of any or all of the Collateral by judicial process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

6.11 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.12 Construction. Debtor and Secured Party acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement shall be construed as if jointly drafted by Debtor and Secured Party.

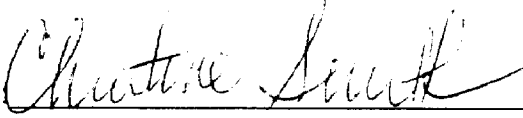
6.13 Obligations Absolute. The obligations of Debtor under this Agreement shall be absolute and unconditional and shall not be released, discharged, reduced, or in any way impaired by any circumstance whatsoever, including, without limitation, any amendment, modification, extension, or renewal of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any release or subordination of collateral, or any waiver, consent, extension, indulgence, compromise, settlement, or other action or inaction in respect of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any exercise or failure to exercise any right, remedy, power, or privilege in respect of the Obligations.

6.14 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SECURED PARTY IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTORS:

Industrial Holdings, Inc., a Texas corporation

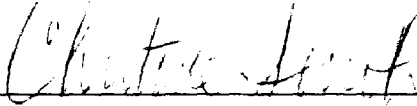
By  _____

Name: Christine Smith

Title: Executive Vice President

The Rex Group, Inc., a Texas corporation;
Rex Machinery Sales, Inc., a Texas corporation
d/b/a Rex/Paul's Machine/Sales;
Rex Machinery Movers, Inc., a Texas corporation;
U.S. Crating, Inc., a Texas corporation (f/k/a Rex
Export Crating, Inc.);
First Texas Credit Corporation, a Texas
corporation;
Landreth Metal Forming, Inc., a Texas
corporation formerly known as Landreth
Engineering Company;
Pipeline Valve Specialty, Inc., a Texas
corporation (f/k/a Industrial Municipal Supply
Company);
Bolt Manufacturing Co., Inc., a Texas
corporation, d/b/a Walker Bolt Manufacturing
Co., Inc.;
LSS-Lone Star-Houston, Inc., a Texas
corporation;
American Rivet Company, Inc., an Illinois
corporation;
Manifold Valve Services, Inc., a Delaware
corporation, d/b/a Rogers Equipment & Supply
Company;
Philform, Inc., a Michigan corporation;
GHX, Incorporated, a Texas corporation;
Regal Machine Tool, Inc., a Texas corporation,
f/k/a Rex Machine Tool, Inc.;
WHIR Acquisition, Inc., a Texas corporation,
d/b/a Ameritech Fastener Manufacturing;
Moores Pump and Supply, Inc., a Louisiana
corporation;

GHX, Incorporated of Louisiana, a Louisiana corporation;
Beaird Industries, Inc., a Delaware corporation;
United Wellhead Services, Inc., a Texas corporation;
A&B Bolt and Supply, Inc., a Louisiana corporation;
Blastco Services Company, a Texas corporation

By: 
Name: Christine Smith
Title: Vice President

Address for Notices (same for all Debtors):

c/o Industrial Holdings, Inc.
7135 Ardmore
Houston, Texas 77054
Attention: Mr. Robert E. Cone

Fax No.: 713-749-9642
Telephone No.: 713-747-1025

SECURED PARTY:

Comerica Bank - Texas, a Texas state banking association, for itself and as Agent, and its capacity as collateral agent for the Banks

By: 

Name: Lizabeth Lary

Title: ASSISTANT VICE PRESIDENT

Address for Notices:

Comerica Bank - Texas

P. O. Box 650-282

Dallas, Texas 75265-0282

Attention: Mr. Gary Orr

Fax No.: (214) 969-6416

Telephone No.: (214) 969-6472

With a copy to:

Comerica Bank - Texas

910 Louisiana, Suite 410

Houston, Texas 77002

Attention: Ms. Lizabeth Lary

Fax No.: (713) 220-5651

Telephone No.: (713) 220-5601

\\ODMA\PCDOCS\HOUSTON_1\360325\4
153:3134-96

SCHEDULE I

LENDER	COLLATERAL	DOCUMENT/ DATE
Heller Financial, Inc.	Machinery and equipment of Bolt Manufacturing, American Rivet and LLS Lone Star-Houston	Promissory Note and Security Agreement, each dated November 10, 1997
City Bank & Trust	Real estate	Promissory Note dated February 28, 1997
City Bank & Trust	All machinery and equipment of Philform	Promissory Note dated October 2, 1995
HL&P	HL&P equipment	
G.E.	Connecticut machinery and equipment acquired in connection with purchase	Promissory Note dated December 6, 1995
Judy Jandl	None	
Bank Vest	Spectrolab machine	
Toyota	Fork lift	
Lois Crawford	Real estate	
IBM	Computer equipment	
IBM	Computer equipment	
F.R. Pierce	2nd lien on inventory and receivables	
Polly Pierce	Real estate	
Ford Motor Credit	Vehicle	
Reibel	Vehicle	
Bank One of LA	(3) Vehicles	
Western National Bank	(3) Vehicles	

359372.1

GAL	Copies	
GAL	Copies	
G.E.	Phone system	
Gay Roane	None	
Insurance Carrier	None	
Richard Espinosa	None	
GMAC	Chevy trucks (4)	
Alvin H. Dueitt	None	
Richard Espinosa	None	
Norwest Bank	1997 Crown Victoria	
Norwest Bank	Chevy truck	
Norwest Bank	Chevy truck	
Norwest Bank	Chevy truck	
Norwest Bank	Chevy truck	
Norwest Bank	Chevy truck	
Norwest Bank	Chevy truck	
Norwest Bank	Chevy truck	
Norwest Bank	Chevy truck	
Norwest Bank	Chevy truck	
Norwest Bank	1997 Chevy Lumina	
Heller	Ideal M&E	
Wayne Metcalf	Real estate	
Western National Bank	Blastco equipment	
First New Holland Capital	Blastco equipment	

SCHEDULE II

Title Vehicles

Any and all vehicles now or hereafter acquired, including without limitation, the ones described in the following **[REDACTED]** pages.

\\ODMA\PCDOCS\HOUSTON_1\3690471
1038:3134-635

Prepared: 05/27/99

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056 713-966-1776

Landreth Engineering Co.
Texas
P.O. Box 262446
Houston, TX 77207 713-747-1025

Business Auto Vehicle Schedule

Policy No. 52360750-90

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lab	Med Pay	UM	Comp	Coll	Scaled Am
1	1998	Mercury	Sable 1MEFM50U15XA631750	Houston, TX	3		X		X	1000	1000	

For:

Landreth Eng. Co. (CT)
P.O. Box 262446
Houston, TX 77207

713-747-1025

repaired. vj14/177

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056
713-966-1776

Business Auto Vehicle Schedule

Policy No. 523K0762-98

Co #	Year/Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lab	Med Pay	DM	Comp	Coll	Stated Am
1	1997 Jeep	Gr. Cherokee	5988	Waterbury, CT	3		X		X	1000	1000	

For:

American Rivet
c/o Landreth Eng. Co.
P.O. Box 262446
Houston, TX 77207

713-747-1025

Prepared: 03/21/99

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056
713-966-1776

Business Auto Vehicle Schedule

Policy No. 523K0762-98

Coil	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coll	Stated Am
1	1992	Lincoln	Towncar	7731	Franklin Park, IL	J		X	X	X	1000	1000	
3	1994	Chevrolet	Van	1494	Franklin Park, IL	614990		X	X	X	Specified	1000	
4	1994	Chevrolet	Truck	16KEK13ROX1756405	Franklin Park, IL	614990	36171	X	X	X	Specified	1000	
				Harris Bank 201 South Grove Barrington, IL 60010									

For: Lone Star Screw of Houston
 Judy Jandl
 24131 Hardy Rd.
 Spring, TX 77383 281-353-1191

Insurance: 03/21/99
 Insurance Alliance
 1776 Yorktown, Suite 200
 Houston, TX 77056 713-966-1776

Business Auto Vehicle Schedule

Policy No. 523R0750-98

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Col	Stated Am
	1993	Isuzu	Pickup	0760	Houston, TX	014990		X		X	Specified	1000	
	1994	Isuzu	Flatbed	4863	Houston, TX	014990		X		X	Specified	1000	
	1998	Isuzu	CS2000	4509	Houston, TX	014990		X		X	Specified	1000	
	1998	Isuzu	Truck	3565	Houston, TX	014990		X		X	Specified	1000	

For:

The Rex Group
7135 Ardmore
Houston, TX
77054 713-747-1025

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX
77056 713-866-1776

Business Auto Vehicle Schedule

Policy No. 52360750-98

Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coll	Stated Am
1972	Hubbs	Trailer	8ALR317681	Houston, TX	814890		X			Specified	1000	
1974	Luffin	Trailer	2464	Houston, TX	814890		X			Specified	1000	
1974	Strick	Trailer	8344	Houston, TX	814890		X			Specified	1000	
1989	Ford	Truck	98EPH70P4GDM03115	Houston, TX	314890	28615	X		X	Specified	1000	
1987	Ford	Truck	1FDRF377HKJ34889	Houston, TX	814890	11857	X		X	Specified	1000	
1985	Ford	Truck	2FTJW38M3KCB36207	Houston, TX	814890	15841	X		X	Specified	1000	
1990	Nissan	Pickup	1N6SD11SXL314483	Houston, TX	814890	8,149	X		X	Specified	1000	
1988	Chevrolet	Pickup	1GDDC14Z2ME24813	Houston, TX	814890	16,335	X		X	Specified	1000	
1987	Ford	Trailer	1A1140209B1534675	Houston, TX	814890		X			Specified	1000	
1985	HC	Tractor	1HSLRTV98FAA23919	Houston, TX	364890	69429	X		X	Specified	1000	
1988	Freightliner	Tractor	1FJY2C487JF314007	Houston, TX	364890	19600	X		X	Specified	1000	
1984	Chevrolet	Pickup	2GCEC19KJ1369221	Houston, TX	814890	13089	X		X	Specified	1000	
1987	Nissan	Pickup	2545	Houston, TX	814890	60000	X		X	Specified	1000	
1985	Inf	Tractor	2271	Houston, TX	814890	13089	X		X	Specified	1000	
1988	Nissan	Pickup	2565	Houston, TX	814890	7500	X		X	Specified	1000	
1993	Toyota	Pickup	4TARN81A7PZ100306	Houston, TX	814890	25000	X		X	Specified	1000	
1997	Chevrolet	Suburban	1GNGK26J8P J173152	Houston, TX	814890	7500	X		X	Specified	1000	
1985	GMC	Pickup	1GTDK1AK0WE54870	Houston, TX	814890	12000	X		X	Specified	1000	
1988	Chevrolet	Auto	1GNDM19W8WB37975	Houston, TX	814890	20700	X		X	Specified	1000	
1988	Chevrolet	Cargo	1GCDM19W4WB17559	Houston, TX	814890	18200	X		X	Specified	1000	
1988	Chevrolet	Cargo	6319	Houston, TX	814890	18200	X		X	Specified	1000	

*Will be deleted
entirely*

For: Pipeline Valve Specialty, Inc.
 Jimmy Ray
 P.O. Box 506
 South Houston, TX
 77567 713-944-5950

Prepared: 03/11/99
 Insurance Alliance
 1776 Yorktown, Suite 200
 Houston, TX 77056 713-966-1776

Business Auto Vehicle Schedule

Policy No. 52380750-98

Co #	Year/Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lab	Med Pay	UM	Comp	Coll	Sized Amt
1	1991 Buick	Pickup	8888	Houston, TX	014890	18000	X		X	Specified	1000	
2	1994 Ford	Pickup	7930	Houston, TX	014890	18000	X		X	Specified	1000	
3	1994 Ford	Pickup	4473	Houston, TX	014890	20000	X		X	Specified	1000	
4	1997 Ford	Explorer	4534	Houston, TX	014890	23576	X		X	Specified	1000	
5	1997 Chevrolet	Suburban	1527	Houston, TX	014890	28008	X		X	Specified	1000	

For: IMSCO
Kay Smith
P.O. Box 3919
Baytown, TX
77522

281-471-5713

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX
77056 713-966-1776

Business Auto Vehicle Schedule

Policy No. 523K0750-30

Co	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coll	Stated Am
	1974	Astec	Trailer	476	Houston, TX	674990		X		X	Specified	1000	
	1980	MC	Truck	3365	Houston, TX	014990	21500	X		X	Specified	1000	
	1992	MC	Truck	4394	Houston, TX	234990	50971	X		X	Specified	1000	
	1992	MC	Truck	7372	Houston, TX	234990	52160	X		X	Specified	1000	
	1992	MC	Truck	7371	Houston, TX	684990		X		X	Specified	1000	
	1994	Token	Trailer	4932	Houston, TX	014990	24700	X		X	Specified	1000	
	1992	Isuzu	Pickup	16274	Houston, TX								

For: **Manifold Valve Service, Inc**
Darlene Reed
P. O. Box 1009
Jennings, LA 70546 **318-824-6000**

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056 **713-866-1776**

Business Auto Vehicle Schedule

Policy No. 52360762-98

Co F	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lab	Med Pay	UM	Comp	Coll	Stated Am
	1997	Intl	Truck	0614	Jennings, LA	014990		X		X	Specified	1000	
	1997	Chevrolet	Tahoe	1206	Jennings, LA	014990		X		X	Specified	1000	
	1999	GMC	Sierra	5413	Jennings, LA	014990		X		X	Specified	1000	
	1994	GMC	C2500	0348	Jennings, LA	014990		X		X	Specified	1000	
	1994	Chevrolet	C2500	6061	Jennings, LA	014990		X		X	Specified	1000	
	1997	Jeep	XJR	5492	Jennings, LA	014990		X		X	1000	1000	
	1999	GMC	Yukon	1GHEK13R6XG005711	Jennings, LA	014990	39555	X		X	Specified	1000	
	1999	Ford	Pickup	1FDXU746FJ0E00368	Jennings, LA	014990	23395	X		X	Specified	1000	

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056 713-966-1776

For: Rogers Equipment & Supply
Liz Stone
5014 E. Mount Houston Rd
Houston, TX 77050 281-448-6670

Business Auto Vehicle Schedule

Policy No. 523X0750-98

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coll	Stated Am
	1994	Ford	F0000	7257	Houston, TX			X		X	Specified	1000	
	1997	Ford	3/4 Ton	2882	Houston, TX			X		X	Specified	1000	
				2333									

For: Walker Bolt Manufacturing
 P.O. Box 38502
 Houston, TX 77238-8502 281-448-4321

Insurance Alliance
 1776 Yorktown, Suite 200
 Houston, TX 77056 713-966-1776

Business Auto Vehicle Schedule

Policy No. 52310750-98

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Coat New	Liab	Med Pay	UM	Comp	Coll	Stated Am
	1995	Isuzu	Pickup	8218	Houston, TX	014990		X		X	Specified	1000	
	1997	Chevrolet	Pickup	2619	Houston, TX	014990		X		X	Specified	1000	

For: Moores Pump & Supply, Inc.
Lenora Tuttle
P.O. Box 51808
Lafayette, LA 70505 318-837-2794

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056 713-966-1776

Business Auto Vehicle Schedule

Policy No. 523R0762-98

Col #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lib	Med Pay	UM	Comp	Col	Stated Am
1	1994	Stinger	Crane Trac	1501084402	Lafayette, LA			X			Specified	1000	
2	1997	Greve	Crane Trac	HR1U031087C2	Lafayette, LA			X			Specified	1000	
3	1998	Ford	F-350	2FTJW35M2NCA07287	Lafayette, LA		16,017	X			Specified	1000	
4	1992	Chevrolet	1/2 ton	2GCEG19Z1N1N1253361	Lafayette, LA		18,574	X			Specified	1000	
5	1992	Isuzu	1/2 ton	JALB4B1K3N7003819	Lafayette, LA		7,749	X			Specified	1000	
6	1992	Isuzu	1/2 ton	431CL11L8N4224533	Lafayette, LA		19,286	X			Specified	1000	
7	1993	Ford	F250	1FTHX25M3PKA69593	Lafayette, LA		8,408	X			Specified	1000	
8	1993	Isuzu	Q16	451CL11L8N4224452	Lafayette, LA		15,965	X			Specified	1000	
9	1993	Ford	F160	1FTEK18N9PKB09398	Lafayette, LA		15,965	X			Specified	1000	
10	1993	Ford	F150	1FTEK18N7PKB09388	Lafayette, LA		15,267	X			Specified	1000	
11	1993	Ford	F150	1FTEK18N3PKA08407	Lafayette, LA		19,233	X			Specified	1000	
12	1993	Ford	F250	1FTHX25M7PKA93409	Lafayette, LA		16,943	X			Specified	1000	
13	1993	Ford	F250	1FTEK18N3PKB27208	Lafayette, LA		17,808	X	X		Specified	1000	
14	1993	Ford	Taurus	1FACF22U8FA225887	Lafayette, LA		18,008	X			Specified	1000	
15	1993	GMC	Sierra	2GTEC18Z7P1847219	Lafayette, LA		19,234	X			Specified	1000	
16	1993	GMC	Sierra	1FTHX25M6PKB45483	Lafayette, LA		17,117	X			Specified	1000	
17	1993	Ford	Vision	1FTEK18M4PKB85891	Lafayette, LA		17,525	X	X		Specified	1000	
18	1993	Ford	Vision	2E3ED58677PH692542	Lafayette, LA		17,973	X			Specified	1000	
19	1993	Eagle	F250	1FTHX25M8PKB82082	Lafayette, LA		18,085	X			Specified	1000	
20	1993	Ford	F250	1FTHX25M8PKB82324	Lafayette, LA		16,339	X			Specified	1000	
21	1993	Ford	F250	1FTHX25M8PKB82324	Lafayette, LA		17,994	X			Specified	1000	
22	1993	Ford	F250	1FDJF3712FNA34631	Lafayette, LA		14,748	X	X		Specified	1000	
23	1994	Ford	F150	1FTEK18N4PKB53448	Lafayette, LA		24,747	X			Specified	1000	
24	1994	Ford	Crv Victor	2FALP72W0RX153808	Lafayette, LA		12,449	X	X		Specified	1000	
25	1994	Ford	F150	1GTEC14Z25Z510860	Lafayette, LA		16,997	X			Specified	1000	
26	1995	GMC	1500	1FDLF47F35EA59218	Lafayette, LA		15,800	X			Specified	1000	
27	1995	Ford	450	1GBJC34JXMEZ15984	Lafayette, LA		18,947	X			Specified	1000	
28	1996	Chevrolet	1 ton	1GBKC34JMLE234889	Lafayette, LA		20,199	X			Specified	1000	
29	1995	Ford	F150	1FDJF15Y2SLB99557	Lafayette, LA		16,408	X			Specified	1000	
30	1995	Ford	F150	1GCGC2AK6S2319080	Lafayette, LA		16,800	X			Specified	1000	
31	1995	Chevrolet	3/4 ton	1GCGC2AK3S228819	Lafayette, LA		22,953	X			Specified	1000	
32	1995	Chevrolet	2500	1GCGC2AK3S228819	Lafayette, LA		20,442	X			Specified	1000	
33	1996	Isuzu	1 ton	1GBJC34JXMEZ15984	Lafayette, LA		24,574	X			Specified	1000	
34	1996	GMC	NPR	JALV481R2L7007281	Lafayette, LA		24,314	X			Specified	1000	
35	1997	GMC	Sierra 34	1GTGC2ARXVES14328	Lafayette, LA		19,002	X			Specified	1000	
36	1997	Ford	Sierra 1/2	2FALP73W4VX101682	Lafayette, LA		24,541	X			Specified	1000	
37	1997	GMC	CV	1GTEC14W8V2603711	Lafayette, LA		24,541	X			Specified	1000	
38	1997	GMC	3/4 ton	1GTGC2AR0VZ526500	Jones County, MS		25,965	X			Specified	1000	
39	1997	Ford	F250	1FTHX25F0VEB31844	Lafayette, LA		22,784	X			Specified	1000	
40	1997	GMC	1500	2GTGC2AR0VX1597493	Lafayette, LA		24,286	X			Specified	1000	
41	1997	Ford	F250	1FTHX25F0VEB29474	Lafayette, LA		22,063	X			Specified	1000	
42	1997	Ford	Crane	1FDZ06ZEBWVA20891	Lafayette, LA		24,589	X			Specified	1000	
43	1997	Ford	F250	1FTHX25F0VEB81618	Jones County, MS			X			Specified	1000	
44	1997	Ford	Crv Victor	2FALP73W4VX126162	Lafayette, LA			X			Specified	1000	
45	1997	Ford	F250	1FTHX25F5YEC22809	Lafayette, LA			X			Specified	1000	
46	1978	Greve	F250	1FTHX25F5YEC228144	Lafayette, LA			X			Specified	1000	
47	1997	Ford	Crane	4172NP	Jones County, MS			X			Specified	1000	
48	1997	Ford	F250	1FTHX25F5YEC67325	Lafayette, LA			X			Specified	1000	
49	1997	Ford	F250	1FTHX25F5YEC95543	Lafayette, LA			X			Specified	1000	
50	1998	GMC	F250	1FTHX25F5YEC67326	Jones County, MS			X			Specified	1000	
51	1998	GMC	F250	1GTGC2AR4WES06722	Lafayette, LA			X			Specified	1000	
52	1997	Ford	F250	1FTHX25F5YEC78513	Lafayette, LA			X			Specified	1000	
53	1997	Ford	Goose Neck Trailer	TST589033SSPLA	Lafayette, LA			X			Specified	1000	
54	1997	Utility	Utility	ST547359SPLA	Lafayette, LA			X			Specified	1000	

For: Moores Pump & Supply, Inc.
 Lenora Tuttle
 P.O. Box 51808
 Lafayette, LA
 70505 318-937-2794

Insurance Alliance
 1776 Yorktown, Suite 200
 Houston, TX
 77056 713-966-1776

Business Auto Vehicle Schedule (Continued)

Policy No. 523R0762-98

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Coat New	Liab	Med Pay	UM	Comp	Coll	Stated Am
55	1997	Utility	Trailer	5T548956859PLA	Lafayette, LA			X					
56	1997	Boat	Boat	1N93CMPV21V1656470	Lafayette, LA			X					
57	1997	Tractor	Tractor	518897588E	Lafayette, LA			X					
58	1994	Goose Neck	Trailer	1H9GD32Z1LA125306	Jones County, MS			X			1000		
59	1997	Ford	Cm Victor	2FALP74WVX129268	Broussard, LA		22,400	X	X	X	Specified	1000	
60	1995	GMC	3500	16DKC34F1WF037723	Broussard, LA		25,600	X	X	X	Specified	1000	
61	1995	GMC	Suburban	3GK5C16R2XG316060	Lafayette, LA		31,500	X	X	X	Specified	1000	
	1995	Ford	Cm Victor	2FAF73W0WV177659	Lafayette, LA		20,340	X	X	X	Specified	1000	
	1994	Ford	F150	1FTEJ15H1NKB38002	Lafayette, LA		22,000	X	X	X	Specified	1000	
	1995	Trail	18ft.	F18688317	Lafayette, LA		22,000	X	X	X	Specified	1000	
	1997	Massan	Pickup	1N95D1189VC369921	Lafayette, LA		18000	X	X	X	Specified	1000	
	1996	Rod Pump	Trailer	5T56494689PLA	Lafayette, LA		16000	X	X	X	Specified	1000	
	1997	Ford	F150	1FTDX1761VND29331	Lafayette, LA		24000	X	X	X	Specified	1600	
				First National Bank P.O. Box 99	F - Lafayette, LA 70509								
				Emerprise Fleet Service 3529 N. I-10	Service Rd. #100 Metairie, LA 70002								
				16CEC14W1TZ153038	Lafayette, LA		16000	X		X	Specified	1600	

For: Ameritech
 P.O. Box 38530
 Houston, TX
 77238-8530 713-939-7638

Insurance Alliance
 1776 Yorktown, Suite 200
 Houston, TX
 77056 713-966-1776

Prepared: 05/17/99

Business Auto Vehicle Schedule

Policy No. 523E0750-98

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coll	Stated Am
1	1998	Chevrolet	C20	16CGG2ARJWZ153308	Houston, TX	01-0990	16000	X		X	Specified	1,000	

Prepared: 03/11/99

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056 713-966-1776

For: GHX, Inc.
Greg Scott
P.O. Box 3265
Houston, TX
77253-3265 713-222-2231

Business Auto Vehicle Schedule

Policy No. 523R0750-98

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coll	Stated Am
1	1988	Ford	Stationed Pickup	9730	Beeumont, TX	034990	15,000	X		X	Specified	1,000	
2	1988	Chevrolet	Pickup	7213	Houston, TX	034990	13,000	X		X	Specified	1,000	
3	1988	Chevrolet	Pickup	5886	Houston, TX	034990	16,000	X		X	Specified	1,000	
4	1988	Chevrolet	Pickup	5886	Corpus Christi, TX	034990	11,000	X		X	Specified	1,000	
5	1989	Chevrolet	Pickup	8245	Houston, TX	034990	16,000	X		X	Specified	1,000	
6	1991	Chevrolet	Van	5583	Houston, TX	034990	16,000	X		X	Specified	1,000	
7	1990	Ford	Pickup	8442	Corpus Christi, TX	034990	15,000	X		X	Specified	1,000	
8	1993	GMC	Fltbed	6636	Deer Park, TX	034990	15,000	X		X	Specified	1,000	
9	1992	Ford	F350 Pickup	8184	Deer Park, TX	034990	26,000	X		X	Specified	1,000	
10	1993	Wells	Cargo	9470	Deer Park, TX	884990	30,000	X		X	1,000	1,000	
11	1997	Nissan	Maxima	6729	Houston, TX	3	20,000	X		X	1,000	1,000	
12	1997	OTB	Fltbed	VAS00264	Houston, TX	3	20,000	X		X	Specified	1,000	
13	1998	Mercury	Marquis	2MEFM74M7VW624442	Houston, TX	3	23,159	X		X	1,000	1,000	

For:

GHX, Inc.
Greg Scott
P.O. Box 3265
Houston, TX
77253-3265

713-222-2231

0019

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX
77056 713-966-1776

Business Auto Vehicle Schedule

Policy No. 513R0762-98

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Coat New	Liab	Med Pay	UM	Comp	Coll	Scaled Am
1	1997	Ford	Pickup	8480	Weatlake, LA	014880		X		X	Specified	1000	
2	1994	Chevrolet	Pickup	2376	Weatlake, LA	014990		X		X	Specified	1000	

For: **Beard Industries, Inc.**
 Date Sale **601 Benton Kelly St.**
Shreveport, LA 71106 **318-865-8351**

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056 **713-966-1776**

Business Auto Vehicle Schedule

Policy No. 523R0762-98

Co #	Year/Make	Model	Vehicle Identification No.	Garage Location	Class	Coat New/	Liab	Med Pay	UM	Comp	Coll	Stated Am
1	1975 Chevrolet	Bison	CNC958V111688	Shreveport, LA		20,500	X	X	X	Specified	1000	
2	1997 Mitsubishi	Pickup	JATFL24W0MP811637	Shreveport, LA		4,000	X	X	X	Specified	3000	

For: United Wellhead Services, Inc.
 Don McAtee
 639 County Road 48
 Robstown, TX 78360 512-367-2843

Insurance Alliance
 1776 Yorktown, Suite 200
 Houston, TX 77056 713-966-1776

Business Auto Vehicle Schedule

Policy No. 523K0750-99

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coll	Stated Am
1	1994	Chev	Pickup	1GCGC2AR9ZT106890	Midland, TX	016890	20,513	X		X	Specified	1000	
2	1994	Chev	Caprice	1G1BL5ZWRRE204088	Midland, TX	3	13,751	X		X	1000	1000	
3	1997	Chev	Pickup	1GCGC2AR3T3405707	Midland, TX	016890	19,864	X		X	Specified	1000	
4	1998	Chev	Pickup	1GCGC2AR0WZ113770	Midland, TX	016890	25,000	X		X	Specified	1000	
5	1994	Chev	Suburban	1GNEC16R1J38524	Corpus Christi, TX	016890	32,271	X		X	Specified	1000	
6	1997	Chev	Suburban	3GNEC16R1V0370003	Corpus Christi, TX	016890	13,751	X		X	1000	1000	
7	1997	Ford	CruVicent	2FALP73W4V7223786	Houston, TX	3		X		X	1000	1000	
8	1997	Lincoln	Continental	2Z845	Houston, TX	3		X		X	Specified	1000	
9	1996	Chev	Pickup	1GCEC18M2TH156038	Corpus Christi, TX	016890	20,526	X		X	Specified	1000	
11	1997	Chev	Pickup	1GCGC2ARVZ1220086	Corpus Christi, TX	016890	10,806	X		X	Specified	1000	
12	1996	Chev	Pickup	1GCGC2ARVWZ113826	Corpus Christi, TX	016890	20,213	X		X	Specified	1000	
14	1997	Chev	Pickup	1GCGC2AR0VZ182438	Houston, TX	016890	20,800	X		X	Specified	1000	
15	1997	Chev	Pickup	1GCGC2AR2VZ185083	Houston, TX	016890	20,001	X		X	Specified	1000	
	1998	Chevrolet	Pickup	1GCGC2AR9WE255481	Houston, TX	016890	20,000	X		X	Specified	1000	
	1998	Chevrolet	Pickup	1GCGC2AR0VZ278184	Robstown, TX	016890	20,000	X		X	Specified	1000	
	1998	Chev	CK39	1GCGK2SR1WE281731	Midland, TX	016890	26,000	X		X	Specified	1000	
	1998	Chevrolet	Pickup	1GTGC2AR0UR706226	Corpus Christi, TX	016890	20513	X		X	Specified	1000	

For: **United Wellhead Services, Inc.**
Don McAtee
839 County Road 48
Robstown, TX 78380 **512-387-2843**

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056 **713-966-1776**

Business Auto Vehicle Schedule

Policy No. 523K0762-98

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Col	Stated Am
1	1995	Chev	Pickup	1GCGC24R7T203638	Lafayette, LA	014990	18,432	X		X	Specified	1000	
2	1997	Chev	Pickup	1GCGC24K7V2178406	Lafayette, LA	014990	20,000	X		X	Specified	1000	
3	1997	Chev	Pickup	2G6MR82444V000000	Lafayette, LA	014990	27,920	X		X	Specified	1000	
4	1995	Chev	Pickup	2681	Lafayette, LA	014990		X		X	Specified	1000	
5	1995	Chev	Pickup	2009	Lafayette, LA	014990		X		X	Specified	1000	
6	1995	Chev	Pickup	1GCGC24R0TE111818	Midland, LA	014990	20,513	X		X	Specified	1000	
7	1995	Chev	Pickup	1GCGC24R0WZ165176	Midland, LA	014990	20,011	X		X	Specified	1000	
8	1995	Chev	Pickup	203618	Midland, LA	014990		X		X	Specified	1000	
	1995	Chev	Pickup	1GCGC24R1WZ267694	Shreveport, LA	014990	19200	X		X	Specified	1000	

TRADEMARK
 REEL: 002113 FRAME: 0141

Received: 6/17/99 4:23PM; 713 440 9554 -> JctFax M910; Page 22

INDUSTRIAL HOLDINGS.

For: A & B Bolt & Supply, Inc.
Gail Concaux
P.O. Box 51912
Lafayette, LA
70505 800-489-3487

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056
713-866-1776

Business Auto Vehicle Schedule

Policy No. 523E0762-98

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coil	Stated Am
	1998	Dodge	Truck	3B7HC12VMM239689	Lafayette, LA	014990	21456	X		X	Specified	1000	
	1998	Chevrolet	Pickup	2GCEK18R7T1Z2504	Lafayette, LA	014990	26800	X		X	Specified	1000	
	1998	Ford	Pickup	1FTEK18H4SK679587	Lafayette, LA	014990	16930	X		X	Specified	1000	
	1997	Ford	Taurus	1FALP81U2VA183167	Lafayette, LA	3	16930	X		X	1000	1000	
	1997	Ford	Taurus	1FALP81U0VA177339	Lafayette, LA	3	16930	X		X	1000	1000	
	1997	Ford	Taurus	1FALP81U0VA177522	Lafayette, LA	3	16930	X		X	1000	1000	
	1998	Dodge	Pickup	3B7HC13Y1TG165893	Lafayette, LA	014990	16098	X		X	Specified	1000	
	1997	GMC	Pickup	2GTEK18R5V1538965	Lafayette, LA	014990	27887	X		X	Specified	1000	
	1998	Lincoln	Navigator	6LMBU27L1WLJ29615	Lafayette, LA	3	41369	X		X	1000	1000	
	1997	Ford	CmVct	2FALP74W8VX233589	Lafayette, LA	3	17900	X		X	1000	1000	
	1997	Dodge	Pickup	1B9MC38D5VJ89079	First National Bank P.O. Box 90 Lafayette, LA 70509	014990	25171	X		X	Specified	1000	
	1998	Dodge	Pickup	3B9MC3889WM253464	Lafayette, LA	014990	25312	X		X	Specified	1000	
	1998	Chevrolet	Pickup	10CC91441T1172964	Lafayette, LA	014990	8700	X		X	Specified	1000	
	1997	Dodge	Pickup	2B3HD48FVKR564316	Lafayette, LA	014990	15400	X		X	Specified	1000	
	1998	Dodge	Pickup	3B9MC38D0M219578	Lafayette, LA	014990	25587	X		X	Specified	1000	
	1995	Ford	Pickup	1FTEF18N6SL888711	Lafayette, LA	014990	18000	X		X	Specified	1000	
	1994	Nissan	Pickup	JNAU4R1JORA500528	Lafayette, LA	014990	14000	X		X	Specified	1000	
	1997	Dodge	Pickup	1B9MC38D4VJ543295	Lafayette, LA	014990	25583	X		X	Specified	1000	
	1995	Nissan	Pickup	JNAMA21H125GK50869	Lafayette, LA	014990	36375	X		X	Specified	1000	
	1997	Dodge	Pickup	3B7FC2876M242808	Lafayette, LA	014990	28000	X		X	Specified	1000	
	1998	Dodge	Ram	1B9MC38D4VJ650976	Lafayette, LA	014990	28000	X		X	Specified	1000	
	1998	Dodge	Ram	3B9MC3887WM253463	Lafayette, LA	014990	25312	X		X	Specified	1000	
	1998	Dodge	Ram	3B9MC3887WM253462	Lafayette, LA	014990	25312	X		X	Specified	1000	
	1998	Dodge	Ram	1B7KC2828TJ128518	Lafayette, LA	014990	16930	X		X	Specified	1000	
	1997	Infiniti	Ram	1HTSCAA1VH468945	Lafayette, LA	014990	38218	X		X	Specified	1000	
	1994	Nissan	Pickup	JNAPC38L2RGH78919	Lafayette, LA	014990	18000	X		X	Specified	1000	
	1998	Dodge	Ram	3B9MC3887WM208093	Lafayette, LA	014990	25992	X		X	Specified	1000	
	1995	Ford	Pickup	1FTEF15N6SMAJ121	Lafayette, LA	014990	14000	X		X	Specified	1000	
	1993	Isuzu	Pickup	1HTSCAA1VH468985	Lafayette, LA	014990	14000	X		X	Specified	1000	
	1998	Toyota	Pickup	JTAVD16C4P0009607	Lafayette, LA	014990	14000	X		X	Specified	1000	
	1998	Dodge	Truck	3B9MC3887WM206410	Lafayette, LA	014990	23585	X		X	Specified	1000	
	1998	Dodge	Pickup	3B9MC3887WM206412	Lafayette, LA	014990	23585	X		X	Specified	1000	
	1998	Dodge	Pickup	3B7HC13YXWJ222842	Lafayette, LA	014990	22098	X		X	Specified	1000	
	1998	Dodge	Pickup	1B7HC13YXWJ222842	Lafayette, LA	014990	22184	X		X	Specified	1000	
	1997	Dodge	Intrepid	2B3HD48F24H71328	Lafayette, LA	3	13600	X		X	Specified	1000	
	1998	Mercedes	320	WDB8A33G9WA397598	Lafayette, LA	3	63395	X		X	1000	1000	
38	1997	GMC	1500 Picku	2GTEC18R6V1536189	Lafayette, LA	014990	18100	X		X	Specified	1000	
				Bank One Louisiana N.A. P.O. Box 90 F Lafayette, LA 70509									
				First National Bank P.O. Box 90 F Lafayette, LA 70509									
				3GNEC18R6XG106426	Lafayette, LA	014990	27609	X		X	Specified	1000	

For:

Ideal Products
c/o Landreth Eng.
P.O. Box 262446
Houston, TX 77207 203-880-4528

Business Auto Vehicle Schedule

Policy No. 523X0762-98

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Col	Stated Am
1	1991 Ford	Aerostar	1FMDA31UGMZB26714	Beacon Falls, CT	014990		X		X	Specified	1,000	
2	1991 Ford	Taurus	1FACP5506L0153639	Beacon Falls, CT	3		X		X	1,000	1,000	

Prepared: 06/17/99

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056 713-968-1776

Prepared: 06/17/99

Blasico Services Company, Inc.
Chris Holcomb
P.O. Box 12488
Odessa, TX 79768
915-362-4014

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056
713-966-1776

Business Auto Vehicle Schedule

Policy No. 52M0750-98

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Coal New	Lab	Med Pay	UM	Comp	Coll	Stated Am
2	1996	Chevrolet	1/2 T	2GCEK19K18112838	Odessa, TX	014990	20000	X		X	Specified	1000	
4	1992	Chevrolet	3/4 T	1GCGC20K13E2Z8865	Odessa, TX	014990	23000	X		X	Specified	1000	
5	1994	Chevrolet	1/2 Ton	1GCGC20K13E2Z8865	Odessa, TX	014990	23000	X		X	Specified	1000	
6	1978	Peterbilt	Tractor	89593P	Odessa, TX	344990		X		X	Specified	1000	
7	1988	Ludlow	Tractor	66614	Odessa, TX	674990	18000	X		X	Specified	1000	
8	1981	Vulcan	Tractor	VT5500066	Odessa, TX	674990	18000	X		X	Specified	1000	
9	1994	GMC	Suburban	1GKFK19K5R1J53957	Odessa, TX	014990	29537	X		X	Specified	1000	
10	1979	Autocar	Wheeled Tractor	PR1FR0M999665	Odessa, TX	504990	85000	X		X	Specified	1000	
12	1994	Peterbilt	Tractor	1XPFD060X9TD420641	Odessa, TX	504990	85000	X		X	Specified	1000	
13	1998	Peterbilt	Tractor	1XPFD060X9TD420642	Odessa, TX	504990	85000	X		X	Specified	1000	
15	1985	Ford	F350	1FDLJ47F08EA08911	Odessa, TX	014990	29200	X		X	Specified	1000	
16	1996	Ford	F250	1FTWJ26F4TEB65765	Odessa, TX	014990	29200	X		X	Specified	1000	
17	1987	Peterbilt	Tractor	1XPSP6E4ND432096	Odessa, TX	504990	93944	X		X	Specified	1000	
18	1987	Ford	F250	1FTWJ26F4TEB65765	Odessa, TX	014990	33042	X		X	Specified	1000	
19	1982	Chevrolet	3/4 Ton	1GCGC20K13E2Z8865	Odessa, TX	014990	26903	X		X	Specified	1000	
22	1987	Cozad	Tractor	1A9A1EP26F11A9616	Odessa, TX	674990	12000	X		X	Specified	1000	
23	1987	Cozad	Tractor	1C9D52396U167002	Odessa, TX	674990	58212	X		X	Specified	1000	
24	1985	CIM Dump	Tractor	1C9P14202U167003	Odessa, TX	674990	17974	X		X	Specified	1000	
25	1987	Cozad	Tractor	3B7HC15ZAVG776102	Odessa, TX	014990	22105	X		X	Specified	1000	
26	1987	Cozad	Tractor	1T87F30ZRV1247704	Odessa, TX	684990	37415	X		X	Specified	1000	
27	1987	Dodge	1/2 Ton	3B7HC15ZAVG776102	Odessa, TX	014990	22105	X		X	Specified	1000	
28	1987	Travis	Dump	1H5RNCAR3M1451290	Odessa, TX	604990	60000	X		X	Specified	1000	
30	1982	Iselmatic	Tractor	1G8HT3728VA116093	Odessa, TX	674990	33480	X		X	Specified	1000	
31	1987	G&H	Tractor	1G9HT3728VA116096	Odessa, TX	674990	33480	X		X	Specified	1000	
32	1997	G&H	Tractor	1XP5D60XND452607	Odessa, TX	674990	62361	X		X	Specified	1000	
33	1996	Peterbilt	Tractor	1XP5D60XND452607	Odessa, TX	504990	82381	X		X	Specified	1000	
34	1988	Peterbilt	Tractor	1XP5D60XND452606	Odessa, TX	504990	82381	X		X	Specified	1000	
35	1996	Chevrolet	Suburban	3GNEK19K18112838	Odessa, TX	014990	39895	X		X	Specified	1000	
36	1998	Chevrolet	1/2 Ton	2GCEG18R1W1137630	Odessa, TX	014990	27074	X		X	Specified	1000	
37	1998	Chevrolet	1/2 Ton	2GCEG18R1W1170511	Odessa, TX	014990	25939	X		X	Specified	1000	
38	1994	Firestone	Trav. Tr	4FET30RZR1001072	Odessa, TX	694990	20000	X		X	Specified	1000	
39	1995	Ford	F350	1FTWJ26F4TEB65765	Odessa, TX	014990	28126	X		X	Specified	1000	
40	1998	Engle	Vacuum	5AGEV45Z9W8243789	Odessa, TX	014990	49000	X		X	Specified	1000	
41	1998	Engle	Vacuum	5AGEV45Z9W8243786	Odessa, TX	014990	49000	X		X	Specified	1000	
42	1998	Engle	Vacuum	5AGEV45Z9W8243784	Odessa, TX	014990	49000	X		X	Specified	1000	
43	1998	Chevrolet	Suburban	3GNEK19K18112838	Odessa, TX	014990	36700	X		X	Specified	1000	
44	1984	Terr	Pipe Trail	1T8U53Z21R1727063	Odessa, TX	684990	25000	X		X	Specified	1000	
45	1987	Ford	1 Ton	1FTWJ26F4TEB65765	Odessa, TX	014990	24300	X		X	Specified	1000	
46	1998	Chevrolet	1/2 Ton	2GCEG18R1W1137630	Odessa, TX	014990	39000	X		X	Specified	1000	
48	1998	Mercedes	ML320	4JGAB54E3WAG08272	Odessa, TX	014990	32400	X		X	Specified	1000	
49	1998	Mercedes	4x4	2GCEK18R1W1184585	Odessa, TX	014990	29500	X		X	Specified	1000	
50	1998	Ford	CrewCab	1FTWJ26F4TEB65765	Odessa, TX	014990	34000	X		X	Specified	1000	
51	1992	Ford	Pickup	1FTJX33M6CA16392	Odessa, TX	014990	24600	X		X	Specified	1000	
52	1992	Ford	Pickup	1FTJX33M6CA16392	Odessa, TX	014990	24600	X		X	Specified	1000	
54	1982	Chevrolet	Tractor	1GCGC20K13E2Z8865	Odessa, TX	014990	18000	X		X	Specified	1000	
55	1970	Hobbs	Tractor	FHR000020	Odessa, TX	674990		X		X	Specified	1000	
56	1973	Hobbs	Tractor	FHR19701	Odessa, TX	674990		X		X	Specified	1000	
57	1977	Trim	Van Trailer	011AS33380	Odessa, TX	674990		X		X	Specified	1000	
58	1977	Trim	Van Trailer	P44424	Odessa, TX	674990		X		X	Specified	1000	
59	1978	Gr Dame	FB	M20949	Odessa, TX	674990		X		X	Specified	1000	
60	1981	Kenc	FB	07736	Odessa, TX	674990		X		X	Specified	1000	
61	1981	Font	FB	1A11422C1B153680	Odessa, TX	674990	30000	X		X	Specified	1000	
62	1982	Jaguar	FB	1J6214ZB6C1964048	Odessa, TX	674990		X		X	Specified	1000	

SCHEDULE III

PATENTS

Company

Patent Applications/Registrations

Ideal

U.S. Patent #D306,875 for a fastener

SCHEDULE IV

TRADEMARKS

<u>Company</u>	<u>Trademark Applications/Registrations</u>
Imsco	None
Pipeline Valve Specialty, Inc.	None
Manifold Valve Services, Inc.	None
Rogers	None
LSS-Lone Star-Houston, Inc.	U.S. Trademark #1764035 for "PCI 3" Coating System U.S. Trademark #1783219 for logo stamp
Walker	U.S. Trademark #1811830 for "Walker Bolt Manufacturing Co."
Ameritech	U.S. Trademark #2117931 for a stylized letter "A"
GHX, Incorporated	None
Philform, Inc.	U.S. Trademark #1262221 for "Orbitform"
Landreth Metal Forming, Inc.	None
C-Rivet	None
American Rivet Company, Inc.	None
Rex	None
Beaird Industries, Inc.	U.S. Trademark #750482 for "BELEX" U.S. Trademark #762329 for "MAXIM" U.S. Trademark #560540 for "MAXIM" U.S. Trademark #556158 for "MAXIM" People's Republic of China Trademark #239615 and #239616 for "MAXIM" Canadian Trademark #122337 for "MAXIM"

Ideal

U.S. Trademark #534,930 for "AUTOMATIC" (stylized)
U.S. Trademark #713,578 for "CHROMONIC"
U.S. Trademark #85,277 for "DEFENDER"
U.S. Trademark #580,248 for "DEFENDER" (Stylized)
U.S. Trademark #1,374,876 for "DEFENDER
QUALITY IN MANUFACTURING SINCE
1910" (and design)
U.S. Trademark #855,629 for "MOMONIC"
U.S. Trademark #54,927 for (Red Cross Design)
U.S. Trademark #122,193 for "ROYAL"
U.S. Trademark #85,275 for "TREASURE" (stylized)
U.S. Trademark #580,249 for "TREASURE"
U.S. Trademark #B835,689 for "TRUPOINT"
U.S. Trademark #705,610 for "TRUPOINT"
Canadian Trademark #135,748 for "TRUPOINT"
Italian Trademark #414,601 for "TRUPOINT"
U.K. Trademark #B835,689 for "TRUPOINT"
German Trademark #778,832 for "TRUPOINT"

A&B Bolt & Supply, Inc.

None

Blastco Services Company

None

SCHEDULE V -- SECURITY AGREEMENT

SUBSIDIARY	LOCATION
Pipeline Valve Specialty Company, Inc.	902 State Street South Houston Houston, Texas 77587 1205 W. Main Baytown, Texas 77520
Landreth Engineering, Inc.	7135 Ardmore Houston, Texas 77054
The Rex Group, Inc.	7135 Ardmore Houston, Texas 77054
Rex Supply Corporation	7135 Ardmore Houston, Texas 77054
Regal Machine Tool, Inc.	7135 Ardmore Houston, Texas 77054
Rex Machinery Sales, Inc.	7135 Ardmore Houston, Texas 77054
Rex International Corporation	7135 Ardmore Houston, Texas 77054
U.S. Crating, Inc.	7135 and 7111 Ardmore Houston, Texas 77054
First Texas Credit Corporation	7135 Ardmore Houston, Texas 77054
XTEL Corporation	7135 Ardmore Houston, Texas 77054
Rex Machinery Movers, Inc.	7135 Ardmore Houston, Texas 77054
Losco, Inc.	7135 Ardmore Houston, Texas 77054

SUBSIDIARY	LOCATION
LSS-Lone Star-Houston, Inc.	24131 Hardy Road Spring, Texas 77383
American Rivet Company, Inc.	1130 W. Melrose Street Franklin Park, Illinois 60131
Bolt Manufacturing Co., Inc.	10202 Airline Drive Houston, Texas 77037
Philform, Inc.	1015 Beiden Jackson, Mississippi 49204
Moore's Pump & Supply, Inc.	215 Thruway Park Drive Suites 206, 208, 210, 211, 212, and 213 Broussard, Louisiana 70518
GHX, Incorporated	1815 Franklin Houston, Texas 77002
GHX Incorporated of Louisiana	804 PPG Drive, Bldg. C Westlake, Louisiana 70669
WHIR Acquisition, Inc.	204 Busch Houston, Texas 77060
Manifold Valve Services, Inc.	1-10 Service Road South Jennings, Louisiana 70546
Beaird Industries, Inc.	601 Benton Kelly Street Shreveport, Louisiana 71106-7198
United Wellhead Services, Inc.	639 City Road 48 Robstown, Texas _____
Blastco Services Company	2627 Marco Ave. Odessa, Texas 79762
A&B Bolt & Supply, Inc.	341 Queens Row Lafayette, Lafayette Parish, Louisiana 70508

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SCHEDULE VI

Subsidiary	Jurisdiction	Ownership	Locations of Inventory & Equipment	Landlord or Mortgage Information
Pipeline Valve Specialty, Inc.	Texas	100% by IHI	902 State Street S. Houston, TX 77587*	Owned - no mortgage
			1205 W. Main Baytown, TX 77520*	Leased - Robert C. Griffin & Gary E. Armer 1719 Kilgore Rd. Baytown, TX 77520
			218 Commerce Freeport, TX 77541	Leased - Robert C. Griffin, Gary E. Armer, and A.J. Smith 15935 Larkfield Houston, TX 77059
Landreth Metal Forming, Inc.	Texas	100% by IHI	7135 Ardmore Houston, TX 77054*	See "The Rex Group"
			1495 Thomaston Ave. Waterbury, CT 06704	Leased - Rich Hill Associates 425 Brushy Hill Rd. New Canaan, CT 06480
			1100 Pendale El Paso, TX 79936	Leased - Texas Commerce Bank Corporate & International Banking P. O. Drawer 140 El Paso, TX 79980-0001
			8700 Scranton Houston, TX	Scranton Acres 2035 Milford Houston, TX 77098

SCHEDULE VI

Subsidiary	Jurisdiction	Ownership	Locations of Inventory & Equipment	Landlord or Mortgage Information
The Rex Group, Inc.	Texas	100% by IHI	7135 Ardmore Houston, TX 77054*	Leased - Baker Hughes Incorporated and Combustion Engineering, Inc. 3900 Essex Lane, Eighth Floor Houston, TX 77027
Regal Machine Tool, Inc.	Texas	100% by The Rex Group	7135 Ardmore Houston, TX 77054*	See "The Rex Group"
Rex Machinery Sales, Inc.	Texas	100% by The Rex Group	7135 Ardmore Houston, TX 77054*	See "The Rex Group"
U. S. Crating, Inc.	Texas	100% by The Rex Group	7135 and 7111 Ardmore Houston, TX 77054*	See "The Rex Group"
First Texas Credit Corporation	Texas	100% by The Rex Group	Building #2, First Floor, improved section 11A Manchester Terminal Houston, TX 77012-2400	Leased - Manchester Terminal Corporation 10000 Manchester Street Houston, TX 77012-2400
Rex Machinery Movers, Inc.	Texas	100% by The Rex Group	7135 Ardmore Houston, TX 77054*	See "The Rex Group"
			158 Pinesbridge Rd. Beacon Falls, CT 06403	See "The Rex Group"

SCHEDULE VI

Subsidiary	Jurisdiction	Ownership	Locations of Inventory & Equipment	Landlord or Mortgage Information
LSS-Lone Star-Houston, Inc.	Texas	100% by IHI	24131 Hardy Road Spring, TX 77383*	Mortgage -Comerica Bank - Texas One Shell Plaza 910 Louisiana, 4 th Floor Houston, TX 77002
American Rivet Company, Inc.	Illinois	100% by IHI	1130 W. Melrose Street Franklin Park, IL 60131*	Leased - 9009 Realty Partners, L.P. c/o Vista Management Company 2470 Gray Falls Dr., Suite 150 Houston, TX 77077
Bolt Manufacturing Co., Inc.	Texas	100% by IHI	10202 Airline Drive Houston, TX 77037 120 and 125 Dale St. Houston, TX 77037	Leased - Jezierski Properties P. O. Box 1103 Spring, TX 77383
Philform, Inc.	Michigan	100% by IHI	1015 Beiden Jackson, MI 49204*	Mortgage - City Bank and Trust Company One Jackson Square Jackson, MI 49201

SCHEDULE VI

Subsidiary	Jurisdiction	Ownership	Locations of Inventory & Equipment	Landlord or Mortgage Information
Moore's Pump & Supply, Inc.	Louisiana	100% by IHI	206, 208, 210, 211, 212, 213, and 215 Thruway Park Drive Broussard, LA 70518*	Leased - Crossroads Investments, LLC 600 Jefferson St., Suite 1401, Box 96 Lafayette, LA 70501
			119 Cason Road Broussard, LA 70518	Owned - no mortgage
			Butcher Park Lots 10, 11, and 12 Broussard, LA 70518	See "Crossroads Investments" above
			402 E. Main Street Sandersville, MS	Leased -
GHX, Incorporated	Texas	100% by IHI	1815 Franklin Houston, TX 77002*	Owned - no mortgage
			1820 Commerce Ave. Houston, TX 77002	Owned - no mortgage
			1901 Franklin Houston, TX 77002	Mortgage - Lois Crawford P. O. Box 980758 Houston, TX 77098-0758
			4360 Gessner Houston, TX 77041	Leased - Ivest, Inc. P. O. Box 691784 Houston, TX 77269-1784

SCHEDULE VI

Subsidiary	Jurisdiction	Ownership	Locations of Inventory & Equipment	Landlord or Mortgage Information
			112 West 1 st Street Deer Park, TX 77536	Leased - SRG, Texas, Inc. c/o Charles R. Racusin 6100 Hillcroft, Suite 650 Houston, TX 77081
			1550 E. Cardinal Dr. Beaumont, TX 77705	Leased - Polly Pierce c/o Charles P. Merrill P. O. Box 2518 Houston, TX 77252-2518
			2728 S. Port Ave. Corpus Christi, TX 78405	Owned - no mortgage
			211 W. Cevallos St. San Antonio, TX 78204	Leased - Cletus & Lillian Eckhardt 8616 Nobel Lark Boerne, TX 78006
GHX Incorporated of Louisiana	Louisiana	100% by GHX	804 PPG Drive, Bldg. C Westlake, LA 70669*	Leased - A.C. Developers, Inc. 804 PPG Drive, Bldg. G Westlake, LA 70669
WHIR Acquisition, Inc.	Texas	100% by IHI	204 Busch Houston, TX 77060*	Leased from Walker Bolt
Manifold Valve Services, Inc.	Delaware	100% by IHI	I-10 Service Road South Jennings, LA 70546*	Leased - Andrew & Carolyn Cormier Route 2, Box 388 Jennings, LA 70546

SCHEDULE VI

Subsidiary	Jurisdiction	Ownership	Locations of Inventory & Equipment	Landlord or Mortgage Information
United Wellhead Services, Inc.	Texas	100% by IHI	639 City Road 48 Robstown, TX*	Leased - Richard Espinosa 6122 Kuldell Street Houston, TX 77074
			5814 E. Mt. Houston Houston, TX 77293	Owned - no mortgage
			953 S. Advance Ave. Midland, TX	Leased - Vico Leasing
			8730 Ley Road Houston, TX	Leased -
			126 Crip Lane Ducon, LA	Leased - Nolan J. Guidry 1607 Ridge Road Ducon, LA 70529
			1325 Fullerton Shreveport, LA	Leased - Bruce Graham Roberts, Jennifer Anne Roberts Beason, and Robert G. Pugh as Testamentary Executor of the Estate of Elizabeth Joyce Graham Roberts and Robert G. Pugh as Trustee of the J.I. Roberts Trust for the Children of Bruce Graham Roberts, Robert G. Pugh as Trustee of the J.I. Roberts Trust for the Children of Barbara Joyce Roberts Carlton, Robert G. Pugh as Trustee of the J.I. Roberts Trust for the Children of Jennifer Anne Roberts Beason and Barbara Joyce Roberts Carlton c/o Roberts Management

SCHEDULE VI

Subsidiary	Jurisdiction	Ownership	Locations of Inventory & Equipment	Landlord or Mortgage Information
Beaird Industries, Inc.	Delaware	100% by IHI	601 Benton Kelly Street Shreveport, LA 71106-7198*	Leased - City of Shreveport
A&B Bolt & Supply, Inc.	Louisiana	100% by IHI	341 Queens Row Lafayette, LA 70508*	Leased from Jimmy M. Dawes.
			2020 Grand Caillou Houma, LA 70363	Leased from Dawes Brothers, L.L.C.
			501 Bark Street Harvey, LA 70058	Leased from Rathborne Real Estate Investors & Developers P.O. Box 157 Harvey, LA 70059
Blastco Services Company	Texas	100% by IHI	2627 Marco Ave. Odessa, Texas 79762*	Owned
			5405 W. Industrial Midland, Texas	Owned
			528 W. 28th Street Houston, Texas 77008	Leased month-to month from Gurnshirt and Sims
			6451 Rosedale Hwy. Bakersfield, CA 93308	[Inventory location only]

SCHEDULE VI

Subsidiary	Jurisdiction	Ownership	Locations of Inventory & Equipment	Landlord or Mortgage Information
			301 W. 2 nd St. Lockport, IL 60441	[Inventory location only]
			2700 S. Grandview Ave. Odessa, TX 79766	[Inventory location only]
			1 st & Leavitt Evansville, WY 82636	[Inventory location only]
			#1 Illinois Lawrenceville, IL 62439	[Inventory location only]
			13539 E Foster Rd. Santa Fe Springs, CA 90670	[Inventory location only]

* Denotes principal place of business and chief executive office.