

08-09-2000

IT

Docket No.:

94003.0025



Tab settings

To the Honorable Commissioner of Patents

101426246

attached original documents or copy thereof.

1. Name of conveying party(ies):

Harris Research, Inc.

- Individual(s)
- General Partnership
- Corporation-State Utah
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 1, 2000

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

Name: Bank One, Utah, National Association

Internal Address:

Street Address: 80 West Broadway, Suite 200

City: Salt Lake City, State: UT ZIP: 84101

- Individual(s) citizenship
- Association National banking association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/865,931
75/872,533

B. Trademark Registration No.(s)

| | | | |
|-----------|-----------|-----------|-----------|
| 1,119,887 | 1,357,192 | 1,578,526 | 1,989,274 |
| 1,120,328 | 1,443,783 | 1,762,324 | |
| 1,203,921 | 1,509,776 | 1,815,327 | |

Additional numbers attached? Yes No

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

Name: Charles F. Hauff, Jr.

Internal Address: SNELL & WILMER L.L.P.

Street Address: 400 E. Van Buren, One Arizona Center

City: Phoenix State: AZ ZIP: 85004

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41):.....\$ \$315.00

- Enclosed Snell & Wilmer Check No. 481012
- Authorized to be charged to deposit account

8. Deposit account number:

For deficiencies only: 19-2814

DO NOT USE THIS SPACE

08/08/2000 DNGUYEN 00000359 75865931

01 FC:481 40.00 OP
02 FC:482 275.00 OP

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.

Charles F. Hauff, Jr.
Name of Person Signing

July 10, 2000
Date

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

14

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(\$16,500,000.00 Term Loan and \$3,500,000.00 Revolving Line of Credit)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of June 1, 2000, by and between **HARRIS RESEARCH, INC.**, a Utah corporation, having its chief executive office at 1530 North 1000 West, Logan, Utah 84321 ("*Debtor*"), and **BANK ONE, UTAH, NATIONAL ASSOCIATION**, a national banking association, whose mailing address is 80 West Broadway, Suite 200, Salt Lake City, Utah 84101 ("*Secured Party*").

RECITALS:

A. Secured Party and Debtor are parties to a Term Loan and Revolving Line of Credit Agreement (\$16,500,000 Term Loan and \$3,500,000 Revolving Line of Credit) of even date herewith (as it may be amended, modified, extended, and renewed from time to time, the "*Loan Agreement*"), pursuant to which Secured Party has agreed to extend certain credit to Debtor in the form of a Term Loan (as defined in the Loan Agreement) in the principal amount of Sixteen Million Five Hundred Thousand and No/100 Dollars (\$16,500,000.00) and a Revolving Line of Credit (as defined in the Loan Agreement) in the maximum principal amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00). The Loan is evidenced by one or more Term Loan Notes and Revolving Line of Credit Notes, each as defined in the Loan Agreement (collectively and individually, as the context requires, the "*Note*").

B. It is a condition precedent to advancing any amounts to Debtor pursuant to the Loan Agreement that Debtor shall have entered into this Intellectual Property Security Agreement ("*IP Agreement*") granting Secured Party a continuing security interest in the collateral described in this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Debtor's Obligations (as defined below) to Secured Party, Debtor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Debtor's Obligations, Debtor hereby grants a security interest in all of Debtor's right, title and interest in, to and under the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral, now or hereafter existing, created, acquired or held, (all of which shall collectively be called the "*Intellectual Property Collateral*"). As used herein

"*Computer Hardware, and Software Collateral*" means:

(a) all of Debtor's: computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by Debtor, designed for use on the computers and electronic data processing hardware described in clause (a) above;

(c) all firmware associated with the property described in clauses (a) and (b) of this definition;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

“Copyright Collateral” means all copyrights of Debtor and all semi-conductor chip product mask works of Debtor, whether statutory or common law, registered or unregistered, now hereafter in force throughout the world, including, without limitation, all of Debtor’s right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation those set forth on Exhibit A attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, including each copyright and mask work license (whether as licensee or licensor) referred to in Exhibit A, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

“Patent Collateral” means:

(a) all of Debtor’s letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, including without limitation the patents and patent applications set forth on Exhibit B attached hereto;

(b) all patent licenses of Debtor (whether as licensee or licensor);

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) of this definition; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

“Trade Secrets Collateral” means all common law and statutory trade secrets and all other confidential or proprietary or useful information of Debtor and all know-how obtained by or used in or contemplated at any time for use in the business of Debtor (all of the foregoing being collectively called a *“Trade Secret”*), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses of Debtor (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

“*Trademark Collateral*” means:

(a) all of Debtor’s: trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “*Trademark*”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation the patents and patent applications set forth on Exhibit C attached hereto;

(b) all Trademark licenses (whether as licensee or licensor), including each Trademark license set forth on Exhibit C attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

All capitalized terms used herein without definition shall have the meanings given to such terms in the Loan Agreement. In the event of any inconsistency of defined terms herein with those same terms defined in the Loan Agreement, the Loan Agreement shall control.

2. Obligations Secured. The foregoing assignment and security interest is made for the purpose of securing (in such order as Secured Party may elect) the following (“*Obligations*”):

(a) The payment of all indebtedness under the Note;

(b) The payment of all sums advanced by Lender to protect the Intellectual Property Collateral pursuant to this IP Agreement or otherwise, with interest thereon at a rate equal to the interest rate in the Note;

(c) The performance of every obligation of Debtor under the Loan Documents (as such term is defined in the Loan Agreement);

(d) The performance of every obligation, covenant and agreement of Debtor contained in any agreement, document or instrument now or hereafter executed by Debtor reciting that the obligations thereunder are secured by this IP Agreement; and

(e) For the benefit of Secured Party, compliance with and performance of each and every provision of any other agreement, document, instrument, law, rule or regulation by which the Intellectual Property Collateral is bound or may be affected.

3. Authorization and Request. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

4. Covenants and Warranties. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is the sole owner of the Intellectual Property Collateral, except for nonexclusive licenses granted by Debtor to its customers in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any other agreement to which Debtor is bound, except to the extent that certain agreements may prohibit the transfer or assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a grant of a security interest;

(c) During the term of this IP Agreement, Debtor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for nonexclusive licenses granted by Debtor in the ordinary course of business or as set forth in this IP Agreement and except for security interests in such Intellectual Property Collateral existing as of the date hereof;

(d) To its knowledge, each of the Patent Collateral, if any, is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Debtor shall promptly advise Secured Party of any material adverse change in the composition of the Collateral, including but not limited to any ownership right of the Debtor in or to any Trademark, Patent Collateral, Copyright Collateral, or Intellectual Property Collateral specified in this IP Agreement;

(f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patent Collateral, Copyright Collateral and other Intellectual Property Collateral, (ii) use its best efforts to detect infringements of the Trademarks, Patent Collateral, Copyright Collateral and other Intellectual Property Collateral and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patent Collateral, Copyright Collateral, or other Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate and (iv) with respect to any material Trademark Collateral, (A) continue to use of any of such Trademark Collateral in order to maintain such Trademark Collateral in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark Collateral, (C) employ such Trademark Collateral registered with any Federal or state or foreign authority with an appropriate notice of such registration, (D) not adopt or use any other Trademark which is confusingly similar or a colorable imitation of such Trademark Collateral without granting to Lender a security interest therein in accordance with Section 2 hereof, and (E) use such Trademark Collateral registered with any Federal or state or foreign authority except for the uses for which registration or application for registration of such Trademark Collateral has been made without making an appropriate Federal, state or foreign application therefor;

(g) Debtor shall promptly register the most recent version of any of Debtor's Copyright Collateral, Trademarks and Patent Collateral, if not already so registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral, this IP Agreement will create at the time Debtor first has rights in such after-acquired Intellectual Property Collateral, in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Note and the Loan Agreement, upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark Office with respect to the Patent Collateral and Trademarks and the Register of Copyrights with respect to the Copyright Collateral necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Debtor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(l) Upon any Responsible Officer (as defined in the Loan Agreement) of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Secured Party in writing of any event that materially adversely affects (i) the value of any material Intellectual Property Collateral, (ii) the ability of Debtor to dispose of any material Intellectual Property Collateral, (iii) the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral, any Material Adverse Change in or upon the composition of the Intellectual Property Collateral, including but not limited to any ownership right of the Debtor in or to any Intellectual Property Collateral, (iv) any application or registration relating to any material item of the Intellectual Property Collateral which may or has become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart thereof or any court) regarding Borrower's or any Subsidiary's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same.

5. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this IP Agreement to take but which Debtor fails to take, after ten (10) days notice to Debtor. Debtor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. Debtor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Debtor, and any of Debtor's plants and facilities that manufacture, install or store products (or that have done so during the prior

six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Debtor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Secured Party access to Debtor's trade secrets and other proprietary information.

7. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Debtor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyright Collateral, Patent Collateral, Trademarks, and, other Intellectual Property Collateral and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, Secured Party or otherwise, from time to time in Secured Party's discretion, upon Debtor's failure or inability to do so, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibit A, Exhibit B, and Exhibit C hereof, as appropriate, to include reference to any right, title or interest in any Copyright Collateral, Patent Collateral, Trademarks, and, other Intellectual Property Collateral acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyright Collateral, Patent Collateral, Trademarks, and, other Intellectual Property Collateral in which Debtor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Debtor where permitted by law.

8. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under any Loan Document (as defined in the Loan Agreement), the Note, or any document from Debtor to Secured Party; or

(b) Debtor breaches any warranty or agreement made by Debtor in this IP Agreement.

9. Remedies. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code and any applicable federal law, including without limitation the right to require Debtor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyright Collateral, Patent Collateral, Trademarks, and other Intellectual Property Collateral to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Debtor will pay any expenses (including reasonable

attorney's fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

10. Indemnity. Debtor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Debtor, whether under this IP Agreement or the Loan Documents (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

11. Reassignment. At such time as Debtor shall completely satisfy all of the obligations secured hereunder, Secured Party shall execute and deliver to Debtor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

12. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

14. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

15. Counterparts. This IP Agreement may be executed in two or more counterparts, each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

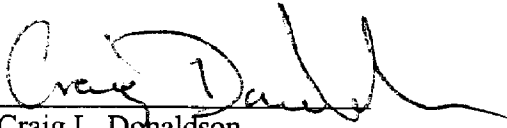
16. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard for choice of law provisions.

17. Confidentiality. In handling any confidential information, Secured Party shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Secured Party, (ii) to prospective transferees or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreements in favor of Debtor and have delivered a copy to Debtor, (iii) as required by law, regulation, rule or order, subpoena, judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Secured Party.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

HARRIS RESEARCH, INC.

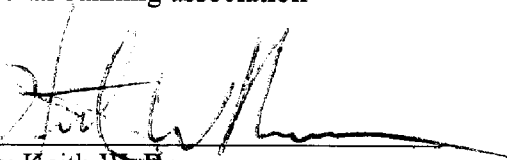
a Utah corporation

By: 
Name: Craig L. Donaldson
Title: President

“Debtor”

BANK ONE, UTAH, NATIONAL ASSOCIATION

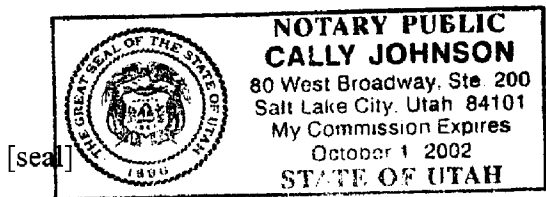
a national banking association

By: 
Name: Keith W. Bremser
Title: Vice President

“Secured Party”

STATE OF UTAH)
)
:SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day of June, 2000, Craig L. Donaldson, the President of **HARRIS RESEARCH, INC.**, a Utah corporation, on behalf of the corporation.

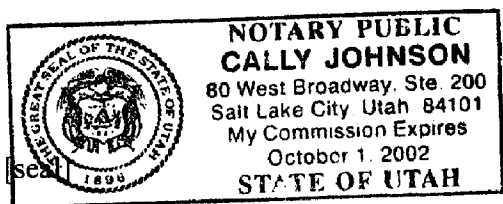


Cally Johnson

NOTARY PUBLIC

STATE OF UTAH)
)
:SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day of June, 2000, by Keith W. Bremser, a Vice President of **BANK ONE, UTAH., NATIONAL ASSOCIATION**, a national banking association, on behalf of the association.



Cally Johnson

NOTARY PUBLIC

EXHIBIT "A"
COPYRIGHT COLLATERAL

COPYRIGHTS

Schedule A – Issued Copyrights

| <u>Copyright Description</u> | <u>Registration Number</u> | <u>Date of Issuance</u> |
|------------------------------|----------------------------|-------------------------|
|------------------------------|----------------------------|-------------------------|

None

Schedule B – Pending Copyright Applications

| <u>Copyright Description</u> | <u>App. No.</u> | <u>Filing Date</u> | <u>First Date of: Creation</u> | <u>Public Distribution</u> |
|------------------------------|-----------------|--------------------|------------------------------------|----------------------------|
|------------------------------|-----------------|--------------------|------------------------------------|----------------------------|

None

Schedule C – Unregistered Copyrights (Where No Copyright Application is Pending)

| <u>Copyright Description</u> | <u>First Date of: Creation</u> | <u>Distribution</u> | <u>Author</u> | <u>Date and Recordation</u> |
|------------------------------|------------------------------------|---------------------|---------------|-----------------------------|
|------------------------------|------------------------------------|---------------------|---------------|-----------------------------|

None

EXHIBIT "B"
PATENT COLLATERAL

SCHEDULE A
PATENTS

| <u>Patent Description</u> | <u>Status</u> | <u>Country</u> | <u>Patent No.</u> | <u>Date of Patent</u> |
|--|---------------|----------------|-------------------|--------------------------------|
| Composition and Method for Removal of Stains from Fibers | Patented | U.S.A. | 5,002,684 | Mar. 26, 1991 |
| Composition and Method for Providing Stain Resistance to Polyamide Fibers Using Carbonated Solutions | Patented | U.S.A. | 5,009,667 | Apr. 23, 1991 |
| Urea Containing Internally-Carbonated Non-Detergent Cleaning Composition and Method of Use | Patented | U.S.A. | 5,244,468 | Sep. 14, 1993 |
| Cleaning Machine | Patented | U.S.A. | Des. 370,320 | May 28, 1996 (14-year term) |
| Dual Solution Application System | Patented | U.S.A. | 5,593,091 | Jan. 14, 1997 |
| Internally-Carbonating Cleaning Composition and Method of Use | Patented | U.S.A. | 5,624,465 | Apr. 29, 1997 |
| Composition and Method of Use for an Internally-Carbonating Non-Surfactant Cleaning Composition | Patented | U.S.A. | 5,718,729 | *Feb. 17, 1998 |
| Reciprocating head for cleaning textiles and method of use | Patented | U.S.A. | 5,867,860 | Feb. 9, 1999 |

* term shall not extend beyond expiration of Pat. No. 5,624,465

EXHIBIT "C"
TRADEMARK COLLATERAL

TRADEMARKS/SERVICE MARKS

| <u>Mark Description</u> | <u>Jurisdiction</u> | <u>Serial No.</u> | <u>Reg. No.</u> | <u>Status</u> |
|--|---------------------|-------------------|-----------------|------------------------|
| Carbonated Steamer Cartoon (trademark) | U.S.A. | 73/161,908 | 1,120,328 | Renewed (5/11/99) |
| CHEM-DRY (trademark) | U.S.A. | 73/162,101 | 1,119,887 | Renewed (3/21/00) |
| Carbonated Steamer Cartoon (service mark) | U.S.A. | 73/277,222 | 1,203,921 | Registered (8/3/82) |
| CHEM-DRY (service mark) | U.S.A. | 73/513,798 | 1,357,192 | Registered (8/27/85) |
| RED ALERT (trademark) | U.S.A. | 73/627,660 | 1,443,783 | Registered (6/23/87) |
| G-COATE 20 (trademark) | U.S.A. | 73/680,027 | 1,509,776 | Registered (10/25/88) |
| DIRT WRANGLER (trademark) | U.S.A. | 73/801,655 | 1,578,526 | Registered (1/23/90) |
| THE NATURAL (trademark) | U.S.A. | 74/293,419 | 1,762,324 | Registered (4/6/93) |
| P.U.R.T. (trademark) | U.S.A. | 74/218,592 | 1,815,327 | Registered (1/4/94) |
| SOLUTIONS THAT MAKE SCENTS (trademark) | U.S.A. | 74/601,474 | 1,989,274 | Registered (7/23/96) |
| POWERHEAD (trademark) | U.S.A. | 75/865,931 | ---- | Filing Date (12/7/99) |
| AMPLIFIED EXTRACTION (trademark) | U.S.A. | 75/872,533 | ---- | Filing Date (12/14/99) |