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08-11-2000



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

7-31-00

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

Submission Type

- New MKD  
1.5.00
- 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 Effective Date  
Month Day Year
- Change of Name
- Other

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

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

01/31/2000 DNGUYEN 00000304 75326878

01 FC:481  
02 FC:482

40.00 OP  
250.00 OP

DNGUYEN 00000304  
Refund Total

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See DMB- Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002118 FRAME: 0572

**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)**

<input type="text" value="75/326898"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

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<input type="text" value="1,092,750"/>	<input type="text" value="1,040,511"/>	<input type="text" value="1,160,821"/>
<input type="text" value="1,160,820"/>	<input type="text" value="1,317,943"/>	<input type="text" value="1,292,077"/>

**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.

*Lisa Gold*

Name of Person Signing

*Lisa Gold*

Signature

*12-30-99*

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

JRM 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

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Month Day Year

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Address (line 3)     
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Corporation  Association

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 21, 1999 by and between Harry H. Lynch and Sherri L. Pogue (individually and together, the "Agent") for the benefit of the secured creditors listed on Schedule A attached hereto (the "Secured Creditors") with a principal place of business at c/o Lynch Investment Company, 1845 Woodall Rodgers Freeway, Suite 1600, Dallas, TX 75201 ("Agent") and ENERSYST DEVELOPMENT CENTER, L.L.C., a Texas limited liability company with a principal place of business at 2051 Valley View Lane, Dallas, Texas 75234 ("Grantor").

## RECITALS

A. Secured Creditors have agreed to extend certain financial accommodations to Grantor (collectively, the "Loan") pursuant to which the Secured Creditors are the holders of 15 10% Subordinated Promissory Notes dated the date hereof in the aggregate original principal amount of \$2,000,000, each executed and delivered by the Grantor (collectively, together with any and all amendments, modifications, replacements and substitutions therefor from time to time, the "Notes").

B. The Loan and the Notes are secured by, among other collateral, a Security Agreement dated of even date (the "Security Agreement") pursuant to which the Grantor granted to the Agent for the benefit of the Secured Creditors a lien on all assets of the Grantor.

C. Secured Creditors are willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of the Secured Creditors a security interest in the Intellectual Property Collateral (as defined herein) to secure the obligations of Grantor under the Notes.

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

## AGREEMENT

To secure the Obligations and the payment and performance of all indebtedness, liabilities and obligations under the Notes, Grantor grants and pledges to Agent for the benefit of the Secured Creditors a security interest in all of Grantor's right, title and interest in, to and under all of the Grantor's intellectual property (the "Intellectual Property Collateral"), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. The Grantor hereby

represents, warrants and covenants that the Grantor owns no patents (including those pending) or registered copyrights or trademarks which are not set forth on the Exhibits attached hereto.

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

[The remainder of this page intentionally left blank.]

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

GRANTOR:


Address of Grantor:

2051 Valley View Lane  
Dallas, Texas 75234

Energyst Development Center, L.L.C.

By its Managing Member:

Patentsmith G.P., Inc.

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT:

Address of Agent:

c/o Lynch Investment Company  
1845 Woodall Rodgers Freeway  
Suite 1600  
Dallas, Texas 75201

\_\_\_\_\_  
Harry H. Lynch

\_\_\_\_\_  
Sherri L. Pogue

STATE OF Massachusetts

COUNTY OF Suffolk

On this 21<sup>st</sup> day of December, 1999, before me personally came the above-named Thomas C. Roseley of Patentsmith, G.P., Inc., the Managing Member of Energyst Development Center, L.L.C., to me personally known as the individual who executed the foregoing Intellectual Property Security Agreement, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

NANCY J. AUGUSTONI, Notary Public  
My Commission Expires 08-25-2004



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

GRANTOR:

Address of Grantor:

2051 Valley View Lane  
Dallas, Texas 75234

Energyst Development Center, L.L.C.

By its Managing Member:

Patentsmith G.P., Inc.

By: \_\_\_\_\_

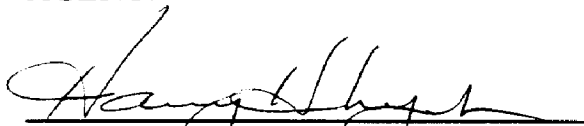
Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT:

Address of Agent:

c/o Lynch Investment Company  
1845 Woodall Rodgers Freeway  
Suite 1600  
Dallas, Texas 75201

  
\_\_\_\_\_  
Harry H. Lynch

  
\_\_\_\_\_  
Sherri L. Pogue

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

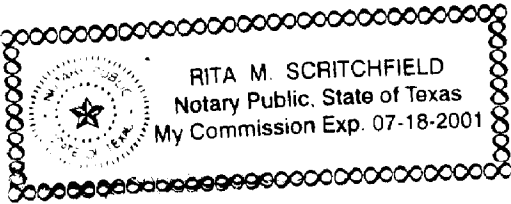
On this \_\_\_\_ day of December, 1999, before me personally came the above-named \_\_\_\_\_, \_\_\_\_\_ of Patentsmith, G.P., Inc., the Managing Member of Energyst Development Center, L.L.C., to me personally known as the individual who executed the foregoing Intellectual Property Security Agreement, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

\_\_\_\_\_  
Notary Public

STATE OF TEXAS )

COUNTY OF DALLAS )

On this 21 day of December, 1999, before me personally came Harry H. Lynch, to me personally known as the individual who executed the foregoing Intellectual Property Security Agreement, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

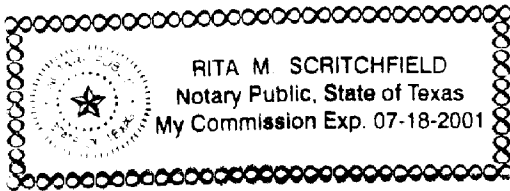


*Rita M. Scritchfield*  
Notary Public

STATE OF TEXAS )

COUNTY OF DALLAS )

On this 21 day of December, 1999, before me personally came Sherri L. Pogue, to me personally known as the individual who executed the foregoing Intellectual Property Security Agreement, and who acknowledged to me that she executed the same of her own free will for the purposes therein set forth.



*Rita M. Scritchfield*  
Notary Public

SCHEDULE A

to Intellectual Property Security Agreement

Patentsmith Corporation  
John R. Benefield  
Lynch Investment Company  
Harry H. Lynch  
William W. Lynch, Jr.  
Sherri L. Pogue  
Bruce L. Wilson  
Neal Cooper  
Michael J. Dobie  
Carl Jay Dougherty  
Janeen Fertitta  
Gwen B. Irwin  
Kayle Miller  
John Robert Norris  
Sarah Palisi

Exhibit A

**COPYRIGHTS**

None

## Exhibit B

## PATENTS

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

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

PATENTS PENDING

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

<b>TITLE</b>	<b>APPLICATION #</b>	<b>ISSUE DATE</b>
CAPABILITIES		
MULTI-SHELVED CONVECTION MICROWAVE OVEN	60/130067	4/19/99
RETHEMALIZATION/REFRIGE RATION FOOD DELIVERY SYSTEM	60/146675	8/2/99

## TRADEMARKS &amp; SERVICE MARKS

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