

10-26-2000



RE 101497463 ET
TRADEMARKS ONLY

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

Submission Type 10-12-00

- 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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **INDUSTRIAL HOLDINGS, INC.**

08-01-00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Texas**

Receiving Party

Mark if additional names of receiving parties attached

Name **COMERICA BANK - TEXAS**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **P.O. BOX 650282**

Address (line 2) _____

Address (line 3) **DALLAS**

City

TEXAS

State/Country

75265-0282

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.)

Other **BANKING ASSOCIATION**

Citizenship/State of Incorporation/Organization **TEXAS**

FOR OFFICE USE ONLY

10/25/2000 08:48:00 00000116 1062820

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40.00 00

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 OMB 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

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 Reg. No. 46,668



Oct 9, 2000

Name of Person Signing

Signature

Date Signed

SECOND AMENDED AND RESTATED SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED SECURITY AGREEMENT ("Agreement") dated as of the 1st day of August, 2000, 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 (in such capacity, the "Secured Party"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, the Debtors except Orbitform (as hereinafter defined) and Secured Party entered into that certain Amended and Restated Security Agreement dated as of June 17, 1999 (which amends and restates that certain Security Agreement dated as of June 30, 1998 and which is herein referred to as the "Original Security Agreement"), pursuant to that certain Amended and Restated Credit Agreement dated as of June 17, 1999, as amended, by and among Industrial Holdings, Inc., a Texas corporation (the "Borrower"), the Banks and Secured Party (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, OF Acquisition, L.P. (a/k/a Orbitform) ("Orbitform") has been acquired by and is now a Subsidiary of the Borrower;

WHEREAS, pursuant to Section 8.8 of the Credit Agreement, the Borrower agreed to cause all Persons that become Subsidiaries after the date thereof to execute and deliver a counterpart of the Original Security Agreement;

WHEREAS, in addition to adding Orbitform as a debtor, the Debtors and Secured Party desire to amend and restate the Original Security Agreement;

NOW THEREFORE, in order to comply with the terms and conditions of the Credit Agreement and for 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, including, without limitation, the following property (such property being hereinafter sometimes collectively called the "Collateral"):

(a) All accounts (as defined in the UCC) 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, 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" 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 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 (i) the security interest granted herein, (ii) Permitted Liens, and (iii) the liens, if any which existed on June 17, 1999 in the assets described on Schedule I hereto, 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 (i) in favor of Secured Party pursuant to this Agreement, (ii) in favor of Comerica, (iii) in connection with a Permitted Lien, or (iv) to perfect liens in the assets described on Schedule I hereto.

2.4 Organization and Authority. Each Debtor is a corporation or limited partnership 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, certificate of limited partnership, bylaws or agreement of limited partnership 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 (i) Secured Party hereunder, (ii) Permitted Liens, or (iii) any encumbrances on the assets described on Schedule I hereto 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 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 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: *M. N. Marsh*
Michael N. Marsh
President & Chief Executive Officer

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;
USC Holdings, Inc., a Texas corporation (f/k/a
U.S. 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;
Beird Industries, Inc., a Delaware corporation;
United Wellhead Services, Inc., a Texas
corporation;
A&B Bolt and Supply, Inc., a Louisiana
corporation

By: Michael N. Marsh
Michael N. Marsh
Chief Executive Officer

OF Acquisition, L.P., a Texas limited partnership

By: Industrial Holdings, Inc., a Texas
corporation and its sole general
partner

By: Michael N. Marsh
Michael N. Marsh
President & Chief Executive
Officer

Address for Notices (same for all Debtors):

c/o Industrial Holdings, Inc.
7135 Ardmore
Houston, Texas 77054
Attention: Michael N. Marsh

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: 

Robin M. Kain
Vice President

Address for Notices:

Comerica Bank - Texas
P.O. Box 650282
Dallas, Texas 75265-0282
Fax No.: (214) 969-6416
Telephone No.: (214) 969-6472
Attention: Mr. Gary Orr
MC 6507

With a copy to:

Comerica Bank - Texas
P.O. Box 650282
Dallas, Texas 75265-0282
Fax No.: (214) 589-4724
Telephone No.: (214) 589-4708
Attention: Robin M. Kain
MC 6510

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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	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			

D495251

MACHINERY & EQUIPMENT

of

**OF ACQUISITION, L.P.
F/K/A ORBITFORM**

HALLMARK

SCHEDULE I (Cont'd)

ADTECH, INC.

D495251

#1 #79
HAMMOND 4"
CARBIDE BELT FINISHER
Model 454. S/N 7242.

#2 #306
HAMMOND 6" BELT SANDER
Model VH-6-D. S/N 3990.
1 1/2-HP Motor.

#3 #198
BROWN & SHARPE
SURFACE GRINDER
Model 5. Automatic.
S/N 702. Year 1940.
8" x 24" Permanent Magnetic
Chuck. Coolant.

#4 #189
SUNNEN HONE
Model MA. S/N 6106. Year 1942.
With Complement of Tooling.

#5
OKAMOTO SURFACE GRINDER
Model ACC-12.24 DX.
S/N 63462. Year 1992.
Automatic. 12" x 24"
Electromagnetic Chuck.
Built in Wheel Dresser.
2-Axis DRO. Coolant.

#6
CINCINNATI CYLINDRICAL GRINDER
Model 10X24.
S/N 35252B5V-22. Year 1969.
Collet Head. Tarry & Pickfed.

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ADTECH, INC.

#7 #230

C-FRAME PUNCH PRESS
With Notch Die. Howell 1/2-HP Motor.
Mechanical Clutch. 12" x 9" Bed Area.

#8

ACER ULTIMA MILLING MACHINE
Model 3VK. S/N 9333078. Year 1993.
3-HP Variable Speed Feed.
10" x 50" Table.
Proto Trak MK2 3-Axis Control.
System #S62872. Part #15832-1.
Purchased 1995.

#9

ACER ULTIMA MILLING MACHINE
Model 3VK. S/N 9407539. Year 1994.
3-HP Variable Speed Head.
10" x 50" Table. Acu-Rite 2-Axis DRO.
Power to Table & Cross Slide.

#10

ACER ULTIMA MILLING MACHINE
Model 3VK. S/N 9407537. Year 1994.
3-HP Variable Speed Head.
10" x 50" Table. Acu-Rite 2-Axis DRO.
Power to Table, Knee & Cross Slide.

#11 #158

CINCINNATI VERTICAL
MILLING MACHINE
Model 3. S/N 4A3VIK-3. Year 1941.
18-1300 RPM. 15" x 62" Table.
Acu-Rite III 3-Axis DRO.
Note: Cross ways scored.

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ADTECH, INC.

#12 #56
MANHATTAN SCREW PRESS
2-Post Head Wheel Type. 3" Tie Bars.
36" x 18" Bed Area. 26" DBTB.
Note: Crown has been welded in 2 places.

#13 #327
CARLTON RADIAL DRILL
S/N 1A-2565. Year 1948.
Capacity:
11" Column x 4' Arm.
80-1500 RPM. Coolant. Box Table.

#14
CINCINNATI
HORIZONTAL MILLING MACHINE
Model 2ML. S/N SJ2U1U-30. Year 1. '9.
9 1/2" x 53" Table. 25-1500 RPM.
With Dividing Head.

#15 #393
BRIDGEPORT MILLING MACHINE
1 1/2-HP Variable Speed Head.
S/N 147710. Year 1971.
42" Table With Feed. Lube.
DRC 500M 2-Axis DRO. Chrome Ways.

#16 #33
BAKER KEYSEATER
Model 0. S/N N/A. Year 1930's.
18" x 18" Table. Wide Belt Drive.
5-HP Motor.

#17 #653
ENERPAC 10-TON
H-FRAME SHOP PRESS
Model PA-133 Air Powered
Pump. RC1010 Ram.

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ADTECH, INC.

#18 #505/#506/#507
BINKS SPRAY BOOTH
Dry Type With Exhaust.
Dims: 8' Wide x 5' Deep x 7' High.
Explosion Proof Lights.
Gun, Hose & Paint Pots.

#19 #715
**WOTAN 4" BAR
HORIZONTAL BORING MACHINE**
Model B-100S. S/N 52317. Year 1968.
55 1/2" x 43 1/2" Built-In Rotary Table.
48" Vertical Travel. 14-1600 RPM.
Power Draw Bar. Outrigger Supports.
Millvision 5-Axis DRO. Pendant Control.
Full Complement of Tooling.
5) Assorted Angle Plates.

#20 #716
**NIIGATA CNC HORIZONTAL
MACHINING CENTER**
Model HN63B. S/N 18457. Year 1989.
20-6000 RPM. 20-HP Motor.
60-Position ATC. Fanuc 15M CNC Control.
2) 24.8" x 24.8" Pallets. Chip Conveyor.
Full Complement of Tooling.
Note: Machine delivered new November 1991.

#21
HWACHEON CNC TURNING CENTER
Model HI-EC031A. 15-HP.
S/N M0573420. Year 1994.
10" 3-Jaw Power Chuck. Tailstock.
Top Slide. Chip Conveyor.
Fanuc 0-T CNC Control.
Speg Turnamic 512 Barbed.
Model 512-20.5. S/N 408-67.

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ADTECH, INC.

#22 #550
BRIDGEPORT MILLING MACHINE
Series L. 2-HP Variable Speed Head.
S/N 194870. Year 1978.
42" Table With Feed. Chrome Ways.
Lube. DRC 2-Axis DRO.

#23
WORCHESTER DRILL GRINDER
Model 0. S/N 14859. 3/4-HP.
Capacity: 1/4"-2 1/2" Range.

#24 #611
BLACK DIAMOND DRILL GRINDER
Model BW-80. S/N 26194. 1/3-HP.
Capacity: 1/8"-3/4" Range.

#25
CLAUSING COLCHESTER LATHE
Model 15". 10-HP Motor.
S/N LVT50SILJV.06149. Year 1993.
Capacity: 15" Swing x 48" cc.
Heidenhain 2-Axis DRO.
Alox Tool Holders.

#26 #84
WARNER & SWASEY
No.3 TURRET LATHE
Electro-Cycle. Model M-2700. Lot 25.
S/N 1630324. Year 1957.
Bar Feed & Collet Chuck.

#27
SUPERMAX CNC VERTICAL
MACHINING CENTER
Model Max-I Rebel. 10-HP Spindle.
S/N 4041017. Year 1994.
31" x 16 1/2" Table. 16-Position ATC.
Fanuc 0-M CNC Control.

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ADTECH, INC.

#28
SUPERMAX CNC VERTICAL
MACHINING CENTER
Model Max-4. 15-HP Spindle.
S/N 307009. Year 1993.
47" x 21" Table. 20-Position ATC.
Fanuc 0-M CNC Control.

#29 #434
GRAYMILLS CLEAN-O-MATIC
PARTS CLEANING TANK
Model 900A. S/N Y75.

#30 #500
MILLER 250-AMP ARC WELDER
Model Dialarc 250P-AC.
S/N HG037103. Year 1976.
30% Duty Cycle.

#31 #512 & #511
INLAND DRY BLAST CABINET
Model SB1. S/N 55.
Size: 30" x 24" x 24" High.
Inland Dust Collector. Model DC1. S/N 15.

#32 #634
JOY 30-HP AIR COMPRESSOR
Model TA030TAN4E.
S/N 210137. Year 1984.
Rotary Screw. Tank Type.

#33 #635
COMPAIR KELLOGG
25-HP AIR COMPRESSOR
Model CRS 25E L.
S/N 1001367. Year 1984.
Rotary Screw. Tank Type.

HALLMARK

ADTECH, INC.

#34
VAN-AIR
DELIQUESCENT AIR DRYER
S/N 93089. Year 1989.

#35 #546
PARMA ALL-PURPOSE SAW
S/N 76240. Year 1976.
30 1/2" x 18 1/2" Table.

#36
PARMA ALL-PURPOSE SAW
S/N 1093120. Year 1993.
29" x 18" Table. Feed Table.

#37
M/W POWER KRAFT
10" RADIAL ARM SAW

#38
HOWE RICHARDSON 2,000 LB.
PORTABLE PLATFORM SCALE
S/N 5402.

#39
ELECTRO-ARC PORTABLE
METAL DISINTEGRATOR
Model 3S. S/N 9986.
3-KVA. Single Phase.

#40 #527
HERCULES STACKER
Capacity: 1,500 Lbs.

#41 #602
WILSON HARDNESS TESTER
Model 4JR BB. S/N 5806.
Calib. 6/1/92.

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ADTECH, INC.

#42
JENNY STEAM CLEANER
Series E-350.

#43
COVEL 14" OPTICAL COMPARATOR
Model 14A. S/N 14A-2047. Year 1969.
6" x 13" Stage. V-Blocks.
Note: Not in use.

#44 #34
EDLUND DRILL PRESS
Model 2B. S/N 11351. Year 1941.
16" x 14" Production Table.
1-HP Motor. Note: Not in use.

#45 #199
HEALD INTERNAL GRINDER
Model 72-A.
S/N 26266. Year 1945.
6) Heald Red Head Spindles.
Note: Not in use.

#46
PRECISION TOOLS -
2) Depth Gages, 4" Precision Square,
Outside Micrometers, 5) Tomico Dial
Bore Gages, Starrett 12" Height Gage,
3) Sets Pin Gages, Mitutoyo 12" Digital
Height Gage, 12" x 18" Cast Surface Plate,
6" Vernier Calipers, Advance 18" Rotary
Table, Model PB18, S/N PB1801179T,
Troyka 12" Rotary Table, Model BH12,
S/N 1224, 2' x 5' Layout Table, Starrett
0"-12" Outside Micrometer Set, Etc.

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ADTECH, INC.

#47

PERISHIBLE TOOLING -
Drills, Taps, End Mills, Etc.

#48

MISCELLANEOUS -

3) 2-Door Metal Storage Cabinets,
11) 2-Door Cabinet Workbenches,
5) Machine Vises, 18) Benches, 2)
Bench Vises, Beverly Hand Shear,
3) Bench Grinders, Roura Hopper,
19) File Cabinets, 2) Desks, 6) Tables,
KI 4" Belt Sander, 7) Sections Pallet
Rack, Steel Racks & Contents, Torch
Set, Floor Fans, Ridgid 40A Pipe Stand,
Air & Electric Hand Power Tools,
1/4-Ton Electric Chain Hoist, Mobile
Pallet Truck, Foremans Desk, Red Devil
Paint Mixer, Personnel Lockers,
Aluminum Ladders, Clark SWD Air
Vacuum, Flammable Storage Cabinet,
2) Bending Units W/Tools, Craftsman
Shop Vacuum, Fire Extinguishers,
Toro Rotary Lawn Mower, Milling
Head (BF Type, 1/2-HP), 9) Barrel
Racks, 2) Folding Tables, Chairs, 2) Lists
2-Door Tool Cabinets, Bux CM-3
Magnetic Lift, Simplex Time Clock, 2)
Hand Trucks, Hand Marking Machine,
Pitney Bowes Scale, 27) Sections Metal
Enclosed Adjustable Shelving, Bostitch
Foot Stapler, Monroe Etcher, 15) Stamp
Sets, Wright Way 2-Ton Electric Chain
Hoist, KI 8" Abrasive Cut-Off Saw
W/3-HP Motor, DiAcro #2 Hand Bender
Mounted on Bench, Delta Bench Drill Press,
S/N 9-4181, 1/2-HP Motor, Carboly
46-C Carbide Grinder, Sioux 3/4-HP DP
Grinder, Delta Drill Press, 1/2-HP,
S/N 73-3835.

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HALLMARK

TRADEMARK

REEL: 002162 FRAME: 0464

0495251

ADTECH, INC.

#49
MAINTAINANCE ROOM -
DP Metal Desk, 2) 4-Drawer File
Cabinets, 2) Chairs, Electrical
Supplies & Pipe Fittings.

#50
6) FIG STEEL SPILL
CONTAINMENT PALLETS
Size: 54" x 27".

#51
1) FIBERGLAS SPILL
CONTAINMENT PALLET
Size: 78" x 27".

#52
2) VIDMAR 5' WORK STATIONS
Single Pedestal With 7) Drawers.

#53
6) VIDMAR TOOL CABINETS
3) 14-Drawer & 3) 10-Drawer.

0495251

ADTECH, INC.

SHOP VEHICLES

#54
1960 CLARK FORK LIFT TRUCK
S/N CEC-66-375.
Capacity: 3,000 Lbs.
Propane/Canopy/Solid Tires.
Double Mast. Manual Transmission.

#55
1985 TOYOTA FORK LIFT TRUCK
Model FGC-35.
S/N FGC45-10309.
Capacity: 8,000 Lbs. 130" Lift.
Propane/Canopy/Solid Tires.
Extended Lift to 177"/187".

LICENSED VEHICLES

#56
1989 FORD PICK-UP TRUCK
VIN# 1FTHD25HGKKB39677.
Model F-250. Super Cab. F Bed.
370 V8 Engine.

#57
1994 CHEVROLET PICK-UP TRUCK
VIN# 1GCCS19Z4R242349.
Model S-10 1/2-Ton Extended Cab.
4.3 L V6 Engine. Bed Liner.
Approx. 30,000 Miles.
Note: Appraiser did not inspect.

#58
1994 TAURUS AUTOMOBILE
VIN# 1FALP54PXRA168089.
Model SHO 4-Door Sedan.
Approx. 35,000 Miles.

D495251

ADTECH, INC.

EXCLUDES FURNITURE IN
JLB'S OFFICE

OFFICES

LOBBY -

2) Wood & Vinyl Armchairs,
End Table & Lamp, Coat Rack

CONFERENCE ROOM -

Wood 8' DP Conference Table, 6)
Wood & Fabric Armchairs, Wood
Credenza, Wood 6' Work Station
W/2-Drawer Lateral File Cabinet.

OFFICE -

Metal Desk With Return, 2) 5-Drawer
File Cabinets, 2) 3-Drawer Lateral File
Cabinets, 2-Door Metal Storage Cabinet,
Portable File Cabinet, Panasonic MP-S10
Paper Shredder, 2) Secretarial Chairs,
Sharp Compet CS-1606 Print Calculator.

OFFICE -

4) Metal Work Stations With 2) 4-Drawer
Lateral File Cabinets, 9) Sections Office
Partitions With Overhead Storage, Sharp
Compet CS-1606 Print Calculator, SP Metal
Desk, Highback Swivel Armchair, 2) Wood
& Fabric Armchairs, 5-Drawer File Cabinet,
2) 4-Drawer File Cabinets, Formica Desk
With Return, Sharp EL-2630A Print
Calculator, Armchair, 2) Secretarial Chairs,
TW Table, SP Metal Desk, Sharp FO-2715
Fax, Computer Table, Casio PR-7250 Print
Calculator, IBM Wheelwriter 3, Series II
Typewriter.

D495251

ADTECH, INC.

OFFICE -

DP Formica/Wood Desk & Credenza,
2) 2-Drawer Wood Lateral File Cabinets,
Lamp, 2) Wood & Fabric Armchairs,
SP Wood Desk, Wood & Fabric Swivel
Armchair, Sharp Compet CS-1606 Print
Calculator.

OFFICE -

DP Formica 10' Boat Shaped Conference
Table, 8) Stacking Chairs, Konica 4290
Copier With Collator, TMC Carrivue
Overhead Projector, Sharp SF-825 Copier,
Toshiba 19" Color TV, Toshiba VHS VCR,
Cabinet, 2-Shelf Bookcase, Table, Pitney
Bowes Postage Machine, S/N 12564.

OFFICE -

10) Office Partitions With 4) Enclosed
Shelving Units, Databank Office Safe,
Sharp EL-1197S Print Calculator,
3) 4-Drawer File Cabinets, Portable File,
4) Secretarial Chairs, 2) Computer Tables,
2) DP Metal Desks, Emerson Humidifier,
2-Shelf Book Case.

STORAGE ROOM -

2) Sections Open Rack, Wright Plan Fold
Cabinet, Destroyit 3801A Paper Shredder,
2-Door Metal Storage Cabinet, 4-Drawer
File Cabinet.

OFFICE -

2) Tables, Coat Rack, Singer 2201
Flexwriter, 2) Stacking Chairs, 2)
4-Drawer File Cabinets, Arvey 9-Drawer
Tape Storage Cabinet.

D495251

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ADTECH, INC.**OFFICE -**

7) 4-Drawer File Cabinets, 6) Plan-Hold Cabinets, 2-Door Metal Storage Cabinet, 9) 5 or 10 Drawer Print File Cabinets, 3) Tables, 3-Drawer Lateral File Cabinet, 5-Shelf Storage Cabinet, 5) 2-Shelf Bookcases, Dial-A-Tone Drafting Table & Desk Combo With Venco V-Track 6' Head, Hamilton 5' Drafting Table/Desk With Bruning V-Track Head, 2) TW Tables, 5) Swivel Armchairs, 2) DP Metal Desks, AM Bruning PD378 Blueprint Copier, IBM Wheelwriter 5 Typewriter, Emerson Humidifier.

OFFICE -

DP Metal Desk With Return, 3-Drawer Lateral File Cabinet, 5-Drawer File Cabinet, 4-Shelf Bookcase, Wood & Vinyl Armchair, 2) Enclosed Shelving Units.

OFFICE -

DP Metal Desk, 3-Drawer Lateral File Cabinet, Table, SP Metal Desk, 2-Door Metal Storage Cabinet, Swivel Armchair, Wood & Vinyl Armchair.

OFFICE -

Desk With Return, 2) 3-Drawer Lateral File Cabinets, 3-Shelf Bookcase, Highback Swivel Armchair, 2) Wood & Fabric Swivel Armchairs, Station 5' Drafting Table, Coat Rack

SHOP AREA BALCONY -

12) 4-Drawer File Cabinets, 10) Stacking Chairs, 6) Sections 5-Drawer BP File Cabinets.

LUNCH AREA -

3) Picnic Tables, Kenmore Micro Wave Oven, GE Single Door Refrigerator.

D495251

ADTECH, INC.

COMPUTERS -

PERSONAL COMPUTERS

**MARTON 486/66 DX2
TOWER FILE SERVER
32 MB Ram & Back-Up Hard Disk.
With 4) Sprint 486/66 PC's. 16 MB Ram.
Sprint Print Server.**

**DELL LATITUDE NOTEBOOK PC.
Model 4100 XP i486/100.
524 MB Hard Drive.
With Dell Docking Station.**

**DELL LATITUDE NOTEBOOK PC.
Model 4100 XP i486/75.
340 MB Hard Drive.
Note: This unit off premises.
Appraiser did not inspect.**

**3) PREMIO 486-66DX2 PC's.
Tower. Samsung 14" Monitors.
Seagate 529 MB Hard Drive.**

**IBM 5363 P20 PC.
210 MB Hard Drive. 5 1/4"
Floppy & Tape. IBM 5291-2
& 3196 Terminals.**

**IBM PS/2 PC.
Model 60. 244 MB Hard Drive.
3 1/2" Floppy. Color Monitor.**

**2) DTK 486/33 PC's.
Model Fast-3300. 100 MB Hard
Drive. 5 1/4" & 3 1/2"
Floppy's. NEC 20" MultiSync
XL Color Monitors. 2) Dig. Tablets.
*Continued on page 16***

D495251

ADTECH, INC.

Continued from page 15

3) Compaq 386/20e PCs.
130 MB Hard Drive. 5 1/4"
Floppy. NEC 20" MultiSync
5D Color Monitors. Dig. Tablet.

3) DTK 386/20 PCs.
Model Keen-2000. 40 MB Hard
Drive. 3 1/2" & 5 1/4" Floppy's.
Color Monitors.

DTK 386/16 PC.
40 MB Hard Drive.
3 1/2" & 5 1/4" Floppy's.

IBM 286/12 AT PC.
30 MB Hard Drive. 5 1/4" Floppy.

Ergo 386 PC.
Model FMA-3300. 120 MB HD.

PRINTERS

NEC Silent Writer LC890 Laser Printer.

NEC P5300 Printer.

2) Panasonic KX-P1624 Printers.

IBM XL24 Proprinters.

IBM 4234 Printer.

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_13690471
1038:3134-635

TRADEMARK
REEL: 002162 FRAME: 0473

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

Prepared: 05/2/99

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

Business Auto Vehicle Schedule

Policy No. 52303750-98

Co	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cool New	Lab	Med Pay	UM	Comp	Coll	Uninsured
1	1994 Mercury	Sable	1M8F888888NA631769	Houston, TX	3	X	X	X	X	1000	1000	

For: Landreth Eng. Co. (CT)
P.O. Box 262446
Houston, TX 77207 713-747-1025

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

Business Auto Vehicle Schedule

Policy No. 5236762-98

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Mod Pny	UM	Comp	Coll	Stated Am
1	1991	Jeep		Waterbury, CT	3		X		X	1000	1000	

For: American Rivet
 c/o Lendreth Eng. Co.
 P.O. Box 262446
 Houston, TX
 77267 713-747-1025

Insurance Alliance
 1776 Yorktown, Suite 200
 Houston, TX 77056
 713-066-1776

Business Auto Vehicle Schedule

Policy No. 523K0762-98

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Psy	UM	Comp	Coll	Excl'd Am
1	1985 Lincoln	Towncar	7731	Franklin Park, IL	3		X	X	X	1000	1000	
2	1984 Chevrolet	Van	1494	Franklin Park, IL	61000		X	X	X	Specified	1000	
3	1984 Chevrolet	Truck	160201390JL76495	Franklin Park, IL	61000	36171	X	X	X	Specified	1000	
4	1985 GMC	Van	160201390JL76495	Franklin Park, IL	61000	36171	X	X	X	Specified	1000	

For: Lone Star Screw of Houston
 Judy Jandt
 20131 Hardy Rd.
 Spring, TX 77383 281-353-1191

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

Business Auto Vehicle Schedule

Policy No. 52388750-98

Co T	Year Make	Model	Vehicle Identification No.	Group Location	Class	Cool New	Lab	Med Pay	UM	Comp	Col	Exclud Am
	1993 Buick	Pickup	8766	Houston, TX	014000	X			X	Specified	1000	
	1994 Buick	Flashed	4803	Houston, TX	014000	X			X	Specified	1000	
	1992 Buick	CR3000P	9200	Houston, TX	014000	X			X	Specified	1000	
	1994 Buick	Leak	3886	Houston, TX	014000	X			X	Specified	1000	

For: The Raz Group
7135 Ardmore
Houston, TX
77064 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	TUM	Comp	Coll	Stated Am
1972	Wells	Trailer	BLR317001	Houston, TX	014000			X					
1976	Lufkin	Trailer	2466	Houston, TX	014000			X					
1973	Stitch	Trailer	6346	Houston, TX	014000			X					
1983	Ford	Truck	987747PPODM03116	Houston, TX	28615			X		X	Specified	1000	
1982	Ford	Truck	9F28P277WKA34068	Houston, TX	11667			X		X	Specified	1000	
1982	Ford	Truck	2F1J032881MFC30287	Houston, TX	16641			X		X	Specified	1000	
1982	Maxon	Pickup	9A8B91103G31483	Houston, TX	014000			X		X	Specified	1000	
1982	Chrysler	Pickup	16C3C142ME24613	Houston, TX	014000			X		X	Specified	1000	
1981	Peugeot	Trailer	1A114228891SD4625	Houston, TX	084880			X		X			
1982	MC	Truck	1A8AL1V989AA22810	Houston, TX	364880			X		X			
1982	Freightliner	Tractor	8P472C6878P314867	Houston, TX	364880	69429		X		X	Specified	1000	
1984	Chrysler	Pickup	20C3C9602R128821	Houston, TX	014000	19000		X		X	Specified	1000	
1987	Maxon	Pickup	2646	Houston, TX	014000	13000		X		X	Specified	1000	
1984	Merl	Tractor	2271	Houston, TX	680880	680880		X		X	Specified	1000	
1984	Maxon	Pickup	2348	Houston, TX	014000	13000		X		X	Specified	1000	
1983	Toyota	Pickup	4TAR081A7PZ188306	Houston, TX	014000	7500		X		X	Specified	1000	
1987	Chrysler	Suburban	1G8M2C36JAP2073182	Houston, TX	014000	25000		X		X	Specified	1000	
1982	GMC	Pickup	1G1TBC1462ME246870	Houston, TX	014000	12000		X		X	Specified	1000	
1982	Chrysler	Auto	1G6DM16000000151715	Houston, TX	014000	26700		X		X	Specified	1000	
1982	Chrysler	Cargo	1G6DM16000000175628	Houston, TX	014000	18280		X		X	Specified	1000	
1982	Chrysler	Cargo	6218	Houston, TX	014000	18200		X		X	Specified	1000	

*Will be deleted
see above*

For: Pipeline Valve Specialty, Inc.
 Jimmy Ray
 P.O. Box 508
 South Houston, TX
 77057 713-946-5858

Prepared: 03/21/93

Insurance Alliance
 1776 Yorktown, Suite 200
 Houston, TX 77058 713-966-1776

Business Auto Vehicle Schedule

Policy No. 5338750-90

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	LES	Med Pay	UM	Comp	Coll	Stated Am
1	1991 Buick	Pickup	8898	Houston, TX	01-4390	18000	X		X	Specified	100%	
2	1984 Ford	Pickup	7256	Houston, TX	01-4390	18000	X		X	Specified	100%	
3	1982 Ford	Pickup	6073	Houston, TX	01-4390	20000	X		X	Specified	100%	
4	1991 Ford	Engineer	4334	Houston, TX	01-4390	23576	X		X	Specified	100%	
5	1991 Chevrolet	Suburban	9227	Houston, TX	01-4390	28000	X		X	Specified	100%	

For:

MASCO
Key Smith
P.O. Box 3918
Baytown, TX 77522 281-471-5713

Prepared. 03/24/89

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

Business Auto Vehicle Schedule

Policy No. 523M0750-90

Co #	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lib	Mod Pay	UM	Comp	Coll	Stated Am
	1974	Autoc	Trailer	476	Houston, TX	874998		X		X	Specified	1000	
	1982	MC	Truck	3286	Houston, TX	814988		X		X	Specified	1000	
	1979	MC	Truck	4394	Houston, TX	201888		X		X	Specified	1000	
	1983	MC	Truck	7373	Houston, TX	234988		X		X	Specified	1000	
	1983	MC	Truck	7371	Houston, TX	234988		X		X	Specified	1000	
	1982	Trabon	Trailer	4882	Houston, TX	884988		X		X	Specified	1000	
	1982	Isuzu	Pickup	18874	Houston, TX	814988		X		X	Specified	1000	

For: **Manifold Valve Service, Inc**
Darlens Reed
P. O. Box 1069
Jennings, LA
70546 **318-824-6000**

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX
77056 **713-666-1776**

Repeating: 01/11/99

Business Auto Vehicle Schedule

Policy No. 52360762-94

Co	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost	New	Liab	Med Pay	UM	Comp	Coll	Rated An
	1994	Truck		0874	Jennings, LA	014000		X			X	Specified	1000	
	1994	Truck		1206	Jennings, LA	014000		X			X	Specified	1000	
	1994	Truck		2474	Jennings, LA	014000		X			X	Specified	1000	
	1994	Blazer		0413	Jennings, LA	014000		X			X	Specified	1000	
	1994	C3500		0446	Jennings, LA	014000		X			X	Specified	1000	
	1994	C3500		0401	Jennings, LA	014000		X			X	Specified	1000	
	1994	Chevrolet		0401	Jennings, LA	014000		X			X	Specified	1000	
	1994	Jaguar		0402	Jennings, LA	014000		X			X	Specified	1000	
	1994	Volvo		1602XK13M8U906711	Jennings, LA	014000	29553	X			X	Specified	1000	
	1994	Pickup		1F20767740000000000	Jennings, LA	014000	23385	X			X	Specified	1000	

For: Rogers Equipment & Supply
 Liz Stone
 5914 E. Mount Houston Rd
 Houston, TX 77056 281-449-6670

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

Business Auto Vehicle Schedule

Policy No. 52380150-98

Co B	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cool New	Liab	Med Pay	UM	Comp	Coll	Stated Am
	1984 Ford 1982 Ford 1982 Ford	F600 240 ton Tractor	17257 2882 2475	Houston, TX Houston, TX Houston, TX			X X		X X	Specified Specified	1000 1000	

For: Walker Bolt Manufacturing
 P.O. Box 39502
 Houston, TX
 77238-8802 281-448-4321

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

Business Auto Vehicle Schedule

Policy No. 52350750-98

Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lab	Mod Pay	UM	Comp	Cell	Stated Am
1991 1997	Impala Chevrolet	8218 2818	Houston, TX Houston, TX	014000 014000		X X		X X	Specified Specified	1000 1000	

Received: 5/17/88 4:20PM
 713 440 8554 - V. J. JEFFREY MOTOR: 7008 18
 INDUSTRIAL HOLDINGS.
 5/17/88 15:13 FAX 713 440 8554

For: Mooras Pump & Supply, Inc.
 Lenora Tuttle
 P.O. Box 51808
 Lafayette, LA 70505 318-837-2704

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

Business Auto Vehicle Schedule

Policy No. 31368762-98

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost	Use	Med Pay	UM	Comp	Col	Unltd Am
1	1984	Stinger	1S91894482	Lafayette, LA		16,017	X			Specified	1000	
2	1983	Crown Truck	1S91894482	Lafayette, LA		16,574	X			Specified	1000	
3	1983	Crown Truck	1S91894482	Lafayette, LA		7,748	X			Specified	1000	
4	1983	F-350	2FTJG03M8NC487287	Lafayette, LA		19,296	X			Specified	1000	
5	1982	Chevrolet	2BCEC182WH1233361	Lafayette, LA		8,408	X			Specified	1000	
6	1982	Isuzu	JALUB1813K7803818	Lafayette, LA		15,965	X			Specified	1000	
7	1982	Isuzu	40NCL11L84424333	Lafayette, LA		15,985	X			Specified	1000	
8	1982	Ford	1FTBC288237W468883	Lafayette, LA		18,267	X			Specified	1000	
9	1982	Isuzu	6E4CL1L88422482	Lafayette, LA		19,233	X			Specified	1000	
10	1982	Ford	1FTBX1887P4088988	Lafayette, LA		16,943	X			Specified	1000	
11	1982	Ford	1FTBX1887P4088988	Lafayette, LA		17,088	X	X		Specified	1000	
12	1982	Ford	1FTBX1887P4088988	Lafayette, LA		16,088	X			Specified	1000	
13	1982	Ford	1FTBX1887P4088988	Lafayette, LA		19,234	X			Specified	1000	
14	1982	Ford	1FTBX1887P4088988	Lafayette, LA		17,117	X	X		Specified	1000	
15	1982	Ford	1FTBX1887P4088988	Lafayette, LA		17,525	X			Specified	1000	
16	1982	Ford	1FTBX1887P4088988	Lafayette, LA		17,973	X	X		Specified	1000	
17	1982	Ford	1FTBX1887P4088988	Lafayette, LA		18,085	X			Specified	1000	
18	1982	Ford	1FTBX1887P4088988	Lafayette, LA		16,338	X			Specified	1000	
19	1982	Ford	1FTBX1887P4088988	Lafayette, LA		17,994	X	X		Specified	1000	
20	1982	Ford	1FTBX1887P4088988	Lafayette, LA		14,748	X			Specified	1000	
21	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,747	X			Specified	1000	
22	1982	Ford	1FTBX1887P4088988	Lafayette, LA		12,449	X			Specified	1000	
23	1982	Ford	1FTBX1887P4088988	Lafayette, LA		18,997	X			Specified	1000	
24	1982	Ford	1FTBX1887P4088988	Lafayette, LA		15,888	X			Specified	1000	
25	1982	Ford	1FTBX1887P4088988	Lafayette, LA		18,947	X			Specified	1000	
26	1982	Ford	1FTBX1887P4088988	Lafayette, LA		28,199	X			Specified	1000	
27	1982	Ford	1FTBX1887P4088988	Lafayette, LA		16,488	X			Specified	1000	
28	1982	Ford	1FTBX1887P4088988	Lafayette, LA		19,888	X			Specified	1000	
29	1982	Ford	1FTBX1887P4088988	Lafayette, LA		27,953	X			Specified	1000	
30	1982	Ford	1FTBX1887P4088988	Lafayette, LA		20,442	X			Specified	1000	
31	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,374	X			Specified	1000	
32	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,314	X			Specified	1000	
33	1982	Ford	1FTBX1887P4088988	Lafayette, LA		18,082	X			Specified	1000	
34	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
35	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
36	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
37	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
38	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
39	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
40	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
41	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
42	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
43	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
44	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
45	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
46	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
47	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
48	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
49	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
50	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
51	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
52	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
53	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	
54	1982	Ford	1FTBX1887P4088988	Lafayette, LA		24,541	X			Specified	1000	

TRADEMARK

REEL: 002162 FRAME: 0483

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

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

Business Auto Vehicle Schedule (Continued)

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coll	Stated Am
55	1985	Utility	5T5499999999999999	Lafayette, LA	3	22,400	X		X	1000	1000	
56	1985	Beal	1B8C8P721V1605478	Lafayette, LA	014000	25,900	X	X	X	Specified	1000	
57	1987	Tractor	P188873885	Lafayette, LA	014000	31,500	X	X	X	Specified	1000	
58	1985	Geo Geo	149883221LA123308	Jones County, MS	3	20,340	X	X	X	1000	1000	
59	1985	Geo Geo	2F4LJ7988N7123306	Broussard, LA	014000	22,000	X	X	X	Specified	1000	
60	1985	GMC	1888C3G7887837723	Broussard, LA	014000	18,000	X	X	X	Specified	1000	
61	1985	GMC	3888C188826516666	Lafayette, LA	014000	16,000	X	X	X	Specified	1000	
62	1985	Ford	2F4F77288D8177968	Lafayette, LA	014000	34,000	X	X	X	Specified	1000	
63	1985	Ford	1F782118188B38882	Lafayette, LA	014000	18,000	X	X	X	Specified	1000	
64	1985	Ford	P18886377	Lafayette, LA	014000	16,000	X	X	X	Specified	1000	
65	1985	Ford	1888B1888VC388821	Lafayette, LA	014000	16,000	X	X	X	Specified	1000	
66	1985	Ford	8T8884888LA	Lafayette, LA	014000	16,000	X	X	X	Specified	1000	
67	1985	Ford	4F788178888888331	Lafayette, LA	014000	16,000	X	X	X	Specified	1000	
68	1985	Ford	Ford National Bank P.O. Box 29 - F Lafayette, LA 70508	Lafayette, LA	014000	16,000	X	X	X	Specified	1000	
69	1985	Ford	Enterprise Fleet Services 3535 E. I-10 Service Bld. 0108 Metairie, LA 70002	Lafayette, LA	014000	16,000	X	X	X	Specified	1000	
70	1985	Ford	16425C-14881Z18388	Lafayette, LA	014000	16,000	X	X	X	Specified	1000	
71	1985	Chevrolet										
72	1985	Chevrolet										
73	1985	Chevrolet										
74	1985	Chevrolet										
75	1985	Chevrolet										
76	1985	Chevrolet										
77	1985	Chevrolet										
78	1985	Chevrolet										
79	1985	Chevrolet										
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91	1985	Chevrolet										
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93	1985	Chevrolet										
94	1985	Chevrolet										
95	1985	Chevrolet										
96	1985	Chevrolet										
97	1985	Chevrolet										
98	1985	Chevrolet										
99	1985	Chevrolet										
100	1985	Chevrolet										

For: Ameritech
P.O. Box 38530
Houston, TX
77238-0530 713-038-7638

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

Business Auto Vehicle Schedule

Policy No. 52320750-98

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lab	Med Pay	UM	Comp Specified	Coll	Stated Am
1	1994	Chevrolet	C38	19CCG2M03WZ183208	Houston, TX	01-000	18000	X	X		1,000	

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

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

Business Auto Vehicle Schedule

Policy No. 52369750-98

Car #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coll	Stated Am
1	1988 Ford	Suburban	8726	Beeumont, TX	83-0000	15,000	X		X	Specified	1,000	
2	1988 Chevrolet	Pickup	7713	Houston, TX	83-0000	11,000	X		X	Specified	1,000	
3	1988 Chevrolet	Van	8046	Houston, TX	83-0000	16,000	X		X	Specified	1,000	
4	1988 Chevrolet	Pickup	8006	Corpus Christi, TX	83-0000	16,000	X		X	Specified	1,000	
5	1988 Chevrolet	Pickup	8048	Houston, TX	83-0000	11,000	X		X	Specified	1,000	
6	1987 Chevrolet	Van	8023	Houston, TX	83-0000	16,000	X		X	Specified	1,000	
7	1988 Ford	Pickup	8442	Corpus Christi, TX	83-0000	16,000	X		X	Specified	1,000	
8	1988 GMC	Fltbed	8026	Deer Park, TX	83-0000	16,000	X		X	Specified	1,000	
9	1988 Ford F350	Pickup	8194	Deer Park, TX	83-0000	20,000	X		X	Specified	1,000	
10	1988 White	Truck	8476	Deer Park, TX	83-0000	30,000	X		X	Specified	1,000	
11	1987 Oldsmobile	Car	8729	Houston, TX	3	20,000	X		X	1,000	1,000	
12	1987 Oldsmobile	Fltbed	VAS80264	Houston, TX	3	20,000	X		X	Specified	1,000	
13	1988 Mercury	Marquis	Z228222/0770063442	Houston, TX	3	23,150	X		X	1,000	1,000	

For: Beard Industries, Inc.
 Dale 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. 52340762-99

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New/Disb	UM	Med Pay	Liab	Comp	Col	Stated Am
1	1972 Chevrolet	Blazer	CMC88W111666	Shreveport, LA		28,500	X	X	X	Specified	1000	
2	1987 Mitsubishi	Pickup	JATFL200000P011637	Shreveport, LA		4,668	X	X	X	Specified	3000	

For: United Wellhead Services, Inc.
 Don McAtee
 638 County Road 48
 Robstown, TX
 78369 512-387-2843

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

Business Auto Vehicle Schedule

Policy No. 523R0750-90

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lib	Med Pay	UM	Comp	Coll	Stated Am
1	1994 Chev	Pickup	1GCGC2M82T100004	Middand, TX	010000	20,513	X		X	Specified	1000	
2	1994 Chev	Cyber	1G1BL1800R2R04000	Middand, TX	3	13,751	X		X	1000	1000	
3	1997 Chev	Pickup	1G2DC2M12T265767	Midland, TX	010000	17,000	X		X	Specified	1000	
4	1994 Chev	Pickup	1G2DC2M80W2113776	Middand, TX	010000	19,064	X		X	Specified	1000	
5	1994 Chev	Suburban	1G8FC1G80J100524	Corpus Christi, TX	010000	25,000	X		X	Specified	1000	
6	1997 Chev	Suburban	2G8FC1G81V0120003	Corpus Christi, TX	010000	32,271	X		X	Specified	1000	
7	1991 Ford	Suburban	2FALP7760W7033706	Corpus Christi, TX	3	13,751	X		X	1000	1000	
8	1991 Lincoln	Continental	2Z846	Houston, TX	3		X		X	1000	1000	
9	1994 Chev	Pickup	1G2DC2M82T1000008	Corpus Christi, TX	010000	20,026	X		X	Specified	1000	
11	1991 Chev	Pickup	1G2DC2M82T1220006	Corpus Christi, TX	010000	10,000	X		X	Specified	1000	
12	1994 Chev	Pickup	1G2DC2M80W2113226	Corpus Christi, TX	010000	20,213	X		X	Specified	1000	
14	1997 Chev	Pickup	1G2DC2M80W2100436	Houston, TX	010000	20,000	X		X	Specified	1000	
15	1997 Chev	Pickup	1G2DC2M82Z1000003	Houston, TX	010000	20,001	X		X	Specified	1000	
	1994 Chevrolet	Pickup	1G2DC2M80W2100001	Houston, TX	010000	20,000	X		X	Specified	1000	
	1995 Chevrolet	Pickup	1G2DC2M80W2100004	Houston, TX	010000	20,000	X		X	Specified	1000	
	1994 Chev	CPU	1G2DC2M81W2100123	Robstown, TX	010000	20,000	X		X	Specified	1000	
	1994 Chevrolet	Pickup	1G2DC2M80W2100006	Middand, TX	010000	20,000	X		X	Specified	1000	
	1994 Chevrolet	Pickup	1G2DC2M80W2100008	Corpus Christi, TX	010000	20,513	X		X	Specified	1000	

United Wellhead Services, Inc.
 Don McAtee
 639 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. 52360762-96

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lim	Med Pay	UM	Comp	Coll	Stated Am
1	1988 Chev	Pickup	1GCGC3M0T7Z203330	Lafayette, LA	014000	10,412	X		X	Specified	1000	
2	1987 Chev	Pickup	1GCGC3M0T7170400	Lafayette, LA	014000	20,000	X		X	Specified	1000	
3	1987 Chev	Pickup	1GCGC3M0T7170400	Lafayette, LA	014000	27,875	X		X	Specified	1000	
4	1988 Chev	Pickup	1GCGC3M0T7Z203330	Lafayette, LA	014000		X		X	Specified	1000	
5	1988 Chev	Pickup	1GCGC3M0T7Z203330	Lafayette, LA	014000		X		X	Specified	1000	
6	1988 Chev	Pickup	1GCGC3M0T7Z203330	Lafayette, LA	014000	20,513	X		X	Specified	1000	
7	1988 Chev	Pickup	1GCGC3M0T7Z203330	Lafayette, LA	014000	20,011	X		X	Specified	1000	
8	1988 Chev	Pickup	1GCGC3M0T7Z203330	Lafayette, LA	014000	18,200	X		X	Specified	1000	



For: A & B Bolt & Supply, Inc.
Gall Comaux
P.O. Box 51912
Lafayette, LA 70505 806-488-3487

Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77056 713-666-1776

Business Auto Vehicle Schedule

Policy No. 52380762-99

Co	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Coll	Stated Am
	1994 Dodge	Truck	2B7HC12V8M6239668	Lafayette, LA	014998	21456	X		X	Specified	1000	
	1994 Chevrolet	Pickup	2B2CEK1887T11272504	Lafayette, LA	014998	28000	X		X	Specified	1000	
	1993 Ford	Pickup	1FTEH1N84K1C9797	Lafayette, LA	014998	11514	X		X	Specified	1000	
	1993 Ford	Taurus	1FALP86G5VA162167	Lafayette, LA	3	16950	X		X	1000	1000	
	1993 Ford	Taurus	1FALP86G5VA177326	Lafayette, LA	3	16950	X		X	1000	1000	
	1993 Ford	Taurus	1FALP86G5VA177822	Lafayette, LA	3	16950	X		X	1000	1000	
	1994 Dodge	Pickup	2B7HC13V1191945066	Lafayette, LA	014998	27667	X		X	Specified	1000	
	1993 GMC	Pickup	2B7TEK1888V1328066	Lafayette, LA	014998	41360	X		X	1000	1000	
	1994 Lincoln	Monte Carlo	8L88887L 98L 258618	Lafayette, LA	3	17800	X		X	1000	1000	
	1993 Ford	Comet	1FALP7088V1233080	Lafayette, LA	3		X		X	1000	1000	
	1993 Dodge	Pickup	Red Industrial Bank P.O. Box 84-F Lafayette, LA 70508	Lafayette, LA	014998	25171	X		X	Specified	1000	
	1994 Dodge	Pickup	1B2MC3888V108876	Lafayette, LA	014998	25312	X		X	Specified	1000	
	1994 Chevrolet	Pickup	1B2CC1444V122884	Lafayette, LA	014998	8700	X		X	Specified	1000	
	1993 Dodge	Pickup	2B7HC1888V1668816	Lafayette, LA	014998	25587	X		X	Specified	1000	
	1994 Dodge	Pickup	2B7TEK1888V146711	Lafayette, LA	014998	18880	X		X	Specified	1000	
	1994 Nissan	Pickup	1FAUJ4R1J0R488888	Lafayette, LA	014998	25583	X		X	Specified	1000	
	1993 Dodge	Pickup	1B2MC3888V108876	Lafayette, LA	014998	38375	X		X	Specified	1000	
	1994 Nissan	Pickup	1FAUJ4R1J0R488888	Lafayette, LA	014998	28000	X		X	Specified	1000	
	1994 Dodge	Van	1B2MC3888V108876	Lafayette, LA	014998	25312	X		X	Specified	1000	
	1994 Dodge	Van	1B2MC3888V108876	Lafayette, LA	014998	25312	X		X	Specified	1000	
	1994 Dodge	Van	1B2MC3888V108876	Lafayette, LA	014998	18950	X		X	Specified	1000	
	1993 International	4700	1B7HC282TJ128518	Lafayette, LA	014998	38218	X		X	Specified	1000	
	1994 Dodge	Pickup	1M7SCAAR1V1488888	Lafayette, LA	014998	18900	X		X	Specified	1000	
	1993 Ford	Pickup	1M7SCAAR1V1488888	Lafayette, LA	014998	23922	X		X	Specified	1000	
	1993 Isuzu	Pickup	1M7SCAAR1V1488888	Lafayette, LA	014998	14000	X		X	Specified	1000	
	1994 Dodge	Pickup	1M7SCAAR1V1488888	Lafayette, LA	014998	14000	X		X	Specified	1000	
	1994 Dodge	Truck	1M7SCAAR1V1488888	Lafayette, LA	014998	23585	X		X	Specified	1000	
	1994 Dodge	Pickup	1M7HC13V1191945064	Lafayette, LA	014998	22800	X		X	Specified	1000	
	1993 Dodge	Pickup	2B7HC13V1191945062	Lafayette, LA	014998	22104	X		X	Specified	1000	
	1994 Mercedes	35	WDB6043360WAS397506	Lafayette, LA	3	13800	X		X	1000	1000	
	1997 GMC	1500 Pickup	2GTEC1888V1326188	Lafayette, LA	014998	61395	X		X	Specified	1000	
	1994 GMC	Suburban	3GNEC1888V188888	Bank One Louisiana N.A. P.O. Box 80-F Lafayette, LA 70508 First National Bank P.O. Box 84-F Lafayette, LA 70508	014998	27600	X		X	Specified	1000	

For: Ideal Products
 c/o Landreth Eng.
 P.O. Box 262446
 Houston, TX 77207 280-888-4528

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

Prepared: 03/27/99

Business Auto Vehicle Schedule

Policy No. 5230762-98

Co #	Year Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Liab	Med Pay	UM	Comp	Col	Mixed Am
1	1994 Ford	Aerostar	1F8DAJ1H0M2Z28714	Beecon Falls, CT	014000		X		X	Specified	1,000	
2	1994 Ford	Taurus	1FACPSU8L8163000	Beecon Falls, CT	3		X		X	1,000	1,000	

TRADEMARK

Received: 8/17/88 4:24 PM
15:27 FAX 713 440 9554

713 440 9554 - V. CetFax MD10: Page 25

For: **Blasico Services Company, Inc.**
Chris Holcomb
P.O. Box 12468
Odeessa, TX 79768 **915-362-4014**

Prepared: **8/11/88**
Insurance Alliance
1776 Yorktown, Suite 200
Houston, TX 77058 **713-966-1776**

Business Auto Vehicle Schedule

Policy No. **32389750-96**

Co#	Year	Make	Model	Vehicle Identification No.	Garage Location	Class	Cost New	Lib	Med Pay	Uhl	Comp	Col	Stated Amt
2	1983	Chevrolet	1/2 T	2GCEK190101112836	Odeessa, TX	814999	20000	X		X	Specified	1000	
3	1983	Chevrolet	3/4 T	1GCG120110272893	Odeessa, TX	814999	23900	X		X	Specified	1000	
4	1975-76	Chevrolet	4 Trn	1G25220110272893	Odeessa, TX	814999	10000	X		X	Specified	1000	
5	1978	Petrol	Tractor	86890P	Odeessa, TX	342999	18000	X		X	Specified	1000	
6	1984	Lexus	Tractor	88914	Odeessa, TX	874999	18000	X		X	Specified	1000	
7	1988	Volksw	Tractor	VT880888	Odeessa, TX	874999	18000	X		X	Specified	1000	
8	1984	GMC	Suburban	1GKFT19E10LJ715917	Odeessa, TX	014999	29037	X		X	Specified	1000	
9	1976	Auicar	Whooch Truck	PA1F02080808	Odeessa, TX	894999	25000	X		X	Specified	1000	
10	1984	Petrol	Tractor	1U2VD080810129441	Odeessa, TX	584999	85000	X		X	Specified	1000	
11	1984	Petrol	Tractor	1U2VD080810129442	Odeessa, TX	014999	29200	X		X	Specified	1000	
12	1984	Petrol	Tractor	1U2VD080810129443	Odeessa, TX	584999	85000	X		X	Specified	1000	
13	1984	Ford	P300	1FBJL47F082488911	Odeessa, TX	014999	29200	X		X	Specified	1000	
14	1984	Ford	P300	1FBJL47F082488912	Odeessa, TX	014999	29200	X		X	Specified	1000	
15	1984	Ford	P300	1FBJL47F082488913	Odeessa, TX	014999	29200	X		X	Specified	1000	
16	1984	Ford	P300	1FBJL47F082488914	Odeessa, TX	014999	29200	X		X	Specified	1000	
17	1984	Petrol	Tractor	1U2VD080810129444	Odeessa, TX	584999	85000	X		X	Specified	1000	
18	1984	Ford	P300	1FBJL47F082488915	Odeessa, TX	014999	29200	X		X	Specified	1000	
19	1984	Ford	P300	1FBJL47F082488916	Odeessa, TX	014999	29200	X		X	Specified	1000	
20	1984	Ford	P300	1FBJL47F082488917	Odeessa, TX	014999	29200	X		X	Specified	1000	
21	1984	Ford	P300	1FBJL47F082488918	Odeessa, TX	014999	29200	X		X	Specified	1000	
22	1984	Ford	P300	1FBJL47F082488919	Odeessa, TX	014999	29200	X		X	Specified	1000	
23	1984	Conrad	Tractor	1C2L02080811027081	Odeessa, TX	874999	17000	X		X	Specified	1000	
24	1984	Conrad	Tractor	1A8A1E2F2811A0618	Odeessa, TX	874999	17000	X		X	Specified	1000	
25	1987	Conrad	Tractor	1C2L02080811027082	Odeessa, TX	874999	17000	X		X	Specified	1000	
26	1987	Conrad	Tractor	1C2L02080811027083	Odeessa, TX	874999	17000	X		X	Specified	1000	
27	1987	Conrad	Tractor	1C2L02080811027084	Odeessa, TX	874999	17000	X		X	Specified	1000	
28	1987	Conrad	Tractor	1C2L02080811027085	Odeessa, TX	874999	17000	X		X	Specified	1000	
29	1987	Conrad	Tractor	1C2L02080811027086	Odeessa, TX	874999	17000	X		X	Specified	1000	
30	1987	Conrad	Tractor	1C2L02080811027087	Odeessa, TX	874999	17000	X		X	Specified	1000	
31	1987	Conrad	Tractor	1C2L02080811027088	Odeessa, TX	874999	17000	X		X	Specified	1000	
32	1987	Conrad	Tractor	1C2L02080811027089	Odeessa, TX	874999	17000	X		X	Specified	1000	
33	1987	Conrad	Tractor	1C2L02080811027090	Odeessa, TX	874999	17000	X		X	Specified	1000	
34	1987	Conrad	Tractor	1C2L02080811027091	Odeessa, TX	874999	17000	X		X	Specified	1000	
35	1987	Conrad	Tractor	1C2L02080811027092	Odeessa, TX	874999	17000	X		X	Specified	1000	
36	1987	Conrad	Tractor	1C2L02080811027093	Odeessa, TX	874999	17000	X		X	Specified	1000	
37	1987	Conrad	Tractor	1C2L02080811027094	Odeessa, TX	874999	17000	X		X	Specified	1000	
38	1987	Conrad	Tractor	1C2L02080811027095	Odeessa, TX	874999	17000	X		X	Specified	1000	
39	1987	Conrad	Tractor	1C2L02080811027096	Odeessa, TX	874999	17000	X		X	Specified	1000	
40	1987	Conrad	Tractor	1C2L02080811027097	Odeessa, TX	874999	17000	X		X	Specified	1000	
41	1987	Conrad	Tractor	1C2L02080811027098	Odeessa, TX	874999	17000	X		X	Specified	1000	
42	1987	Conrad	Tractor	1C2L02080811027099	Odeessa, TX	874999	17000	X		X	Specified	1000	
43	1987	Conrad	Tractor	1C2L02080811027100	Odeessa, TX	874999	17000	X		X	Specified	1000	
44	1987	Conrad	Tractor	1C2L02080811027101	Odeessa, TX	874999	17000	X		X	Specified	1000	
45	1987	Conrad	Tractor	1C2L02080811027102	Odeessa, TX	874999	17000	X		X	Specified	1000	
46	1987	Conrad	Tractor	1C2L02080811027103	Odeessa, TX	874999	17000	X		X	Specified	1000	
47	1987	Conrad	Tractor	1C2L02080811027104	Odeessa, TX	874999	17000	X		X	Specified	1000	
48	1987	Conrad	Tractor	1C2L02080811027105	Odeessa, TX	874999	17000	X		X	Specified	1000	
49	1987	Conrad	Tractor	1C2L02080811027106	Odeessa, TX	874999	17000	X		X	Specified	1000	
50	1987	Conrad	Tractor	1C2L02080811027107	Odeessa, TX	874999	17000	X		X	Specified	1000	
51	1987	Conrad	Tractor	1C2L02080811027108	Odeessa, TX	874999	17000	X		X	Specified	1000	
52	1987	Conrad	Tractor	1C2L02080811027109	Odeessa, TX	874999	17000	X		X	Specified	1000	
53	1987	Conrad	Tractor	1C2L02080811027110	Odeessa, TX	874999	17000	X		X	Specified	1000	
54	1987	Conrad	Tractor	1C2L02080811027111	Odeessa, TX	874999	17000	X		X	Specified	1000	
55	1987	Conrad	Tractor	1C2L02080811027112	Odeessa, TX	874999	17000	X		X	Specified	1000	
56	1973	Volvo	Tractor	PHK069920	Odeessa, TX	874999	17000	X		X	Specified	1000	
57	1977	Trn	Van Trn	PHM16781	Odeessa, TX	874999	17000	X		X	Specified	1000	
58	1977	Trn	Van Trn	011A313389	Odeessa, TX	874999	17000	X		X	Specified	1000	
59	1977	Trn	Van Trn	044424	Odeessa, TX	874999	17000	X		X	Specified	1000	
60	1977	Trn	Van Trn	823698	Odeessa, TX	874999	17000	X		X	Specified	1000	
61	1981	Konec	LA	87726	Odeessa, TX	874999	17000	X		X	Specified	1000	
62	1981	Ford	FB	1A11422C18183988	Odeessa, TX	874999	17000	X		X	Specified	1000	
63	1982	Jaguar	FB	1J6E1406C1906648	Odeessa, TX	874999	17000	X		X	Specified	1000	

SCHEDULE III

PATENTS

Company

Patent Applications/Registrations

Ideal

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

425447.1

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
Beard 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
Moores Pump & Supply, Inc.	215 Thruway Park Drive Suites 206, 208, 210, 211, 212, and 213 Broussard, Louisiana 70518
GHX, Incorporated	1813 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 06460
			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 Esser 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"
11 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	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 Pinestridge Rd. Beacon Falls, CT 06403	

SCHEDULE V I

Subsidiary	Jurisdiction	Ownership	Locations of Inventory & Equipment	Landlord or Mortgage Information
I.S.S.-One 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
Bohl Manufacturing Co., Inc	Texas	100% by IHI	10202 Airline Drive Houston, TX 77037	Leased - Jezierski Properties P. O. Box 1103 Spring, TX 77383
Pliform, 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 -
GIHX, 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 Bork
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
			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 Landlord or Mortgage Information
 & Equipment

P.O. Box 7125
 Shreveport, LA 71137-7125

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 Cailhou
 Houma, LA 70363 Leased from Dawes Brothers, L.L.C.

501 Bark Street
 Harvey, LA 70058 Leased from Rutborne Real Estate
 Investors & Developers
 P.O. Box 157
 Harvey, LA 70059

Blasco Services Company Texas 100% by IHI 2627 Marrod Ave.
 Odessa, Texas 79762* Owned

5405 W. Industrial
 Midland, Texas Owned

528 W. 28th Street
 Houston, Texas 77008 Leased month-to-month from Gunshirt and
 Sims

6451 Rosedale Hwy.
 Bakersfield, CA 93308 [Inventory location only]

SCHEDULE Y 1

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.