

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

12-06-2000

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



101542267

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

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

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☒ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

FL

32256

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership

- ☒ Corporation ☐ Association

☐ Other

- ☒ Citizenship/State of Incorporation/Organization

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

FOR OFFICE USE ONLY

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

TRADEMARK  
REEL: 002189 FRAME: 0153

**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:

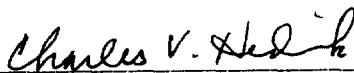
Yes ☐

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.

Charles V. Hedrick



Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

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

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

☐ Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="2279643"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1732013"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

12-29-1998

SHEET  
15U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

**HURON TECH CORP. and 442 CORPORATION**

Individual(s)

General Partnership

☒ Corporation-State (Delaware)

Other

Association  
Limited PartnershipAdditional name(s) of conveying party(ies) attached? No

3. Nature of conveyance:

**MRD 12-24-98**

Assignment

Merger

Security Agreement

Change of Name

☒ Other **1998 Amended and Restated Consolidated  
Intellectual Property Pledge Agreement**Execution Date: **August 28, 1998**

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

Name: **FIRST UNION NATIONAL BANK**

Internal Address:

Street Address: **225 Water Street**City: **Jacksonville**, State: **Florida** ZIP: **32202**

Individual(s) citizenship

☒ Association (**Banking**)

General Partnership

Limited Partnership

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? No

4. Application number(s):

A. Trademark Application No.(s)

**75/104,737 and 75/104,739**

B. Trademark Registration No.(s)

**1,732,013**Additional numbers attached? No

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

Name: **Arthur Schwartz**Internal Address: **FOLEY & LARDNER**Street Address: **3000 K Street, N.W., Suite 500**City: **Washington, D.C.** ZIP: **20007-5109**

6. Total number of applications involved:

**3**7. Total fee (37 C.F.R. § 3.41). . . . . \$**90.00**☒ Enclosed

Authorized to be charged to deposit account

8. Deposit account number: **19-0741**

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

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.***ARTHUR SCHWARTZ**

Name of Person Signing

Signature

**December 24, 1998**

Date

Total number of pages including cover sheet, attachments, and document: **24**

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

Commissioner of Patents &amp; Trademarks, Box Assignments

Washington, D.C. 20231

12/28/1998 DNGUYEN 00000278 1732013

01 FC:481  
02 FC:48240.00 OP  
50.00 OPTRADEMARK  
REEL: 002189 FRAME: 0156

# TERMINATION OF SECURITY INTEREST IN TRADEMARKS

## NAME AND ADDRESS OF HOLDER OF SECURITY INTEREST

First Union National Bank  
225 Water Street  
Jacksonville, Florida 32202

**WHEREAS**, the above-identified Holder of a Security Interest, First Union National Bank (the "Bank") has been assigned security interests in the Trademarks, as more particularly identified on Schedule A, attached hereto and incorporated herein by this reference, arising under that certain 1998 Amended and Restated Consolidated Intellectual Property Pledge Agreement (the "Pledge Agreement") by and among, Huron Tech Corp., a Delaware corporation, 442 Corporation, a Delaware corporation, and First Union National Bank, a national banking association, dated as of August 28, 1998; and

**WHEREAS**, the Bank hereby acknowledges that the debt secured by the pledge of the Trademarks under the terms and conditions set forth in the Pledge Agreement has been paid in full, satisfied, released and discharged and the Bank hereby agrees to terminate its security interest in the Trademarks.

**NOW, THEREFORE**, the Bank does hereby release and terminate its entire right, title, and interest in and to said 1998 Amended and Restated Consolidated Property Pledge Agreement and the security interests granted therein and identified herein as to all Huron Tech Corp and 442 Corporation, registered trademarks and trademark applications listed on the attached Schedule A as filed and registered with the United States Patent and Trademark Office, Washington, D.C. 20231.

Executed this 29 day of November, 2000.

FIRST UNION NATIONAL BANK

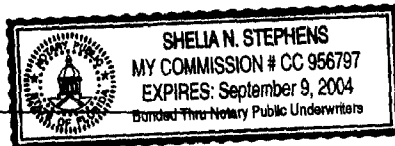
By: Fredrick W. Preston Jr  
Name: Fredrick W. Preston, Jr.  
Title: Sr. Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29 day of November  
2000, by Frederick W Preston Jr, the S.V.P. of First  
Union National Bank, a national banking association. Such person did take an oath and:  
(notary must check applicable box)

- ☒ is/are personally known to me.  
☐ produced a current \_\_\_\_\_ driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



Signature of Notary

Shelia N Stephens

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): \_\_\_\_\_

My Commission Expires (if not legible on seal): \_\_\_\_\_

**SCHEDULE A  
TO  
AGREEMENT OF TERMINATION OF SECURITY INTEREST IN  
TRADEMARKS**



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

APRIL 02, 1999

PTAS

FOLEY & LARDNER  
ARTHUR SCHWARTZ  
3000 K. STREET, N.W. SUITE 500  
WASHINGTON, D.C. 20007-5109



\*100930829A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/24/1998

REEL/FRAME: 1832/0503  
NUMBER OF PAGES: 24

BRIEF: 1998 AMENDED AND RESTATED CONSOLIDATED INTELLECTUAL PROPERTY  
PLEDGE AGREEMENT

ASSIGNOR:  
HURON TECH CORP

DOC DATE: 08/28/1998  
CITIZENSHIP:  
ENTITY: CORPORATION

ASSIGNOR:  
442 CORPORATION

DOC DATE: 08/28/1998  
CITIZENSHIP:  
ENTITY: CORPORATION

ASSIGNEE:  
FIRST UNION NATIONAL BANK  
225 WATER STREET  
JACKSONVILLE 32202

CITIZENSHIP:  
ENTITY: BANKING

**TRADEMARK  
REEL: 002189 FRAME: 0160**



APPLICATION NUMBER: 75104737  
REGISTRATION NUMBER:

FILING DATE: 05/15/1996  
ISSUE DATE:

MARK: HURON LADDER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75104739  
REGISTRATION NUMBER:

FILING DATE: 05/15/1996  
ISSUE DATE:

MARK: L212-LADDER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74038673  
REGISTRATION NUMBER: 1732013

FILING DATE: 03/15/1990  
ISSUE DATE: 11/10/1992

MARK: CLORMATIC

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SHARON LATIMER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

# 1998 AMENDED AND RESTATED CONSOLIDATED INTELLECTUAL PROPERTY PLEDGE AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY PLEDGE AGREEMENT (this "Agreement") dated as of August 28, 1998, is made by HURON TECH CORP. and 442 CORPORATION (hereinafter referred to as "Pledgor"), each a Delaware corporation having its principal office at 6860 Phillips Industrial Boulevard, Jacksonville, Florida 32256 and FIRST UNION NATIONAL BANK, a national banking association, having its principal office at 225 Water Street, Jacksonville, Florida 32202, as collateral agent (together with any successors and assigns, the "Secured Party").

## RECITALS:

A. Pledgor is the owner of certain Intellectual Property (as hereinafter defined).

B. Pledgor is justly indebted to First Union National Bank (in its individual capacity, "First Union") in the sum of NINE HUNDRED EIGHT THOUSAND SEVEN HUNDRED AND 99/100 DOLLARS (\$908,700.99) in lawful money of the United States, and has agreed to pay the same, together with interest thereon, according to the terms and provisions of (i) a certain renewal real estate promissory note dated December 26, 1997, made by Pledgor to the order of First Union, in the original principal amount of \$485,967.70; and (ii) a certain real estate promissory note dated April 23, 1997, made by Pledgor to the order of First Union, in the original principal amount of \$500,000 (the afore-described promissory notes are hereinafter collectively referred to as the "Existing Notes").

C. The Existing Notes are secured by that certain Intellectual Property Pledge Agreement dated August 14, 1992, from Pledgor to First Union, and that certain Supplemental Intellectual Property Pledge Agreement dated May 12, 1995, from Pledgor to First Union, as amended or modified from time to time (collectively, the "Original Pledge").

D. Pledgor has requested First Union to extend additional credit to the Pledgor and First Union has agreed to do so on the terms and subject to the conditions set forth in the 1998 Amended and Restated Credit Agreement of even date herewith (as amended or modified, the "Credit Agreement"), as evidenced by (a) a certain promissory note of even date herewith made by Pledgor to the order of First Union, in the original principal amount of \$8,600,000 which promissory note has a final maturity date of February 1, 2002 (the "Converting Note"); (b) a certain promissory note of even date herewith made by Pledgor to the order of First Union, in the original principal amount of \$2,000,000, which promissory note matures on the "Line of Credit Termination Date," as defined in the Credit Agreement (the "Line of Credit Note"); and (c) a certain promissory note of even date herewith made by Pledgor to the order of First Union, in the original principal amount of \$10,000,000, which promissory note matures on April 1, 2002 (the "Term Note," and together with the Converting Note, the Line of Credit Note and the Existing Notes, as they

may be amended, modified or extended from time to time, collectively referred to herein as the "Bank Notes").

E. Pledgor has issued \$45,000,000 in aggregate principal amount of Senior Secured Notes due August 1, 2006 (as amended, modified or extended from time to time, the "Investor Notes") pursuant to the Note Purchase Agreement dated as of August 1, 1998 (as amended or modified, the "Purchase Agreement") between the Pledgor and the institutional investors identified therein (the "Noteholders").

F. The Noteholders and First Union have appointed First Union National Bank, as collateral agent (the "Secured Party"), pursuant to the Intercreditor and Agency Agreement dated as of August 1, 1998 (as amended or modified, the "Intercreditor Agreement"), to act on behalf of First Union and the Noteholders, together with certain other creditors of the Pledgor from time to time, regarding the rights, title and interests of such parties in and to the Collateral.

G. The Pledgor contemplates that, from and after the date hereof, subject to the terms and conditions of the Credit Documents and the Intercreditor Agreement, the Pledgor may issue additional Indebtedness ("Additional Indebtedness") which shall be entitled to share in any proceeds of the Collateral on a *pari passu* basis with First Union and the Noteholders.

H. To induce the Noteholders to purchase the Investor Notes, certain subsidiaries of the Pledgor have agreed to execute and deliver a Subsidiary Guaranty Agreement dated as of the date hereof (the "Subsidiary Guaranty"), pursuant to which such subsidiaries will absolutely and unconditionally guarantee all obligations from time to time of the Pledgor to the Noteholders.

I. Pledgor desires to secure the payment of the Indebtedness (as herein defined), and in connection therewith, Pledgor and Secured Party have agreed to amend, restate and consolidate the Original Pledge as provided herein.

J. This Agreement is given by Pledgor to secure all obligations of any kind of the Pledgor, or any of them, owed to the Creditors, whether now existing or hereafter incurred, direct or indirect, arising from loans, guaranties, letters of credit, the purchase of any debt obligations of the Debtor from time to time, the repayment of all sums due on that may become due under any swap agreement (as defined in 11 U.S.C. §101), endorsements or otherwise, whether related or unrelated to the purpose of the original extension of credit, whether the same or a different class as the primary obligation, and whether the obligations are from time to time reduced and thereafter increased or entirely extinguished and new obligations thereafter incurred, including, without limitation, the Bank Notes, the Credit Agreement, the Investor Notes, the Purchase Agreement, or under any other instrument or document now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced by the Bank Notes, the Investor Notes, the Credit Agreement, the Purchase

Agreement, and the Subsidiary Guaranty, and all renewals, extensions, replacements, consolidations and modifications thereof (collectively, the "Credit Documents"). The obligations described in the preceding sentence are collectively referred to herein as the "Secured Obligations."

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor and Secured Party hereby agree as follows:

1. Grant of Security Interest in Intellectual Property. In order to secure the complete and due and punctual payment of all the Secured Obligations, Pledgor hereby pledges and grants to the Secured Party as collateral security, a first priority security interest in Pledgor's entire right, title and interest in and to all of its intellectual property, whether now owned or hereafter acquired or arising, and specifically, in and to all of its:

(a) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule A hereto, along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, and (v) rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in the foregoing clauses (i) through (v), being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) trademarks (including service marks), trademark registrations and trade names and applications therefor, including, without limitation, the trademarks and applications listed on Schedule B hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof and (iv) rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, service marks and applications, together with the items described in the foregoing clauses (i) through (iv), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) copyrights, whether statutory or common law, including, without limitation, the copyrights listed on Schedule C hereto, along with any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof and (iv) rights corresponding thereto throughout the world (all of the

foregoing clauses (i) through (iv), being sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(d) license agreements with any other party with respect to a patent, trademark, service mark or copyright, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule D hereto, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof (all of the foregoing licenses together with the items described in the foregoing clauses (i) through (iii), being sometimes hereinafter individually and/or collectively referred to as the "Licenses");

(e) goodwill connected with the use of, and symbolized by, the Trademarks and the other general intangibles of Pledgor; and

(f) all proceeds of and accessions to any and all of the foregoing ("Proceeds"). Such Patents, Trademarks, Copyrights, Licenses, Proceeds and goodwill are hereinafter collectively referred to as the "Intellectual Property" or the "Pledged Collateral."

2. Representations and Warranties; New Intellectual Property. Pledgor hereby represents and warrants as follows:

(a) Pledgor is, and, as to Intellectual Property acquired by it from time to time after the date hereof, Pledgor will be, the owner of all Intellectual Property. Pledgor has not made or granted any previous pledge, security interest, encumbrance, license, assignment, collateral assignment or charge of any kind, including, without limitation, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute or any subordination arrangement in favor of any party other than Secured Party (collectively, "Liens;" each, a "Lien"), except Liens, if any, permitted under the terms of the Credit Documents (hereinafter, "Permitted Liens"). Pledgor further represents and warrants to Secured Party that Schedules A, B, C and D hereto, respectively, are true and correct lists as of the date hereof of all Patents, Trademarks, Copyrights and Licenses which are material to Pledgor's business as currently conducted.

(b) Pledgor has full corporate power to pledge and grant a first priority security interest in all the Intellectual Property pursuant to this Agreement.

(c) No authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any court (other than in connection with the exercise of judicial remedies), governmental agency or regulatory authority, or with any securities exchange or any other Person is required in connection with (i) the execution, delivery or performance by Pledgor of this Agreement, (ii) the grant of a

security interest in the Intellectual Property by Pledgor in the manner and for the purpose contemplated by this Agreement or (iii) the rights of the Secured Party created hereby.

(d) Pledgor has made all necessary filings and recordations to protect its interest in the Intellectual Property.

(e) Pledgor owns directly or has rights to use all patents, trademarks, service marks, trade names, copyrights and licenses, and all rights with respect to any of the foregoing used in, necessary for or of importance to Pledgor's business as currently conducted. The use of such patents, trademarks, service marks, trade names and copyrights and all rights with respect to the foregoing by the Pledgor does not, to the best of Pledgor's knowledge after due inquiry, infringe on the rights of any Person nor has any claim of such infringement been made.

(f) Upon filing and the acceptance thereof in the appropriate offices under the Uniform Commercial Code and in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement to the extent permitted by applicable law will create a valid and duly perfected first priority lien and security interest in the Intellectual Property subject to no Liens other than Permitted Liens.

### 3. Covenants.

(a) On a continuing basis, Pledgor will, at the expense of Pledgor, subject to any licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder or Permitted Liens, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments, including, without limitation, appropriate financing and continuation statements and collateral agreements, and take all such action as may reasonably be deemed necessary or advisable by the Secured Party (I) to carry out the intent and purposes of this Agreement, (II) to assure and confirm to the Secured Party the grant or perfection of a first priority security interest in the Intellectual Property for the benefit of the Secured Party, or (III) to enable the Secured Party to exercise and enforce its rights, powers and remedies hereunder with respect to any Intellectual Property. Without limiting the generality of the foregoing, Pledgor (i) will not enter into any agreement that would impair or conflict with Pledgor's obligations hereunder; (ii) will, promptly following its becoming aware thereof, notify the Secured Party of (A) any adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to Pledgor's business, or (B) the institution of any proceeding or any adverse determination in or by any federal, state, local or foreign court or administrative body, regarding Pledgor's claim of ownership in or right to use any of the Intellectual Property, its right to register the same, or its right to keep and maintain such registration; (iii) will properly maintain and care for the Intellectual Property to the extent necessary for the conduct of Pledgor's business and consistent with Pledgor's current practice; (iv) will not grant or permit to exist any Lien upon or with respect to the

Intellectual Property or any portion thereof except Liens in favor of the Secured Party and Permitted Liens, and will not execute any security agreement or financing statement covering any of the Intellectual Property except in the name of the Secured Party or as permitted under this Agreement or the Credit Documents; (v) except as otherwise provided in paragraph 3.(d) below, will not permit to lapse or become abandoned, and will not settle or compromise, any pending or future material litigation or material administrative proceeding with respect to the Intellectual Property without the consent of the Secured Party, or contract for sale or otherwise dispose of the Intellectual Property or any portion thereof except pursuant to Section 6 hereof; (vi) upon any officer of Pledgor obtaining knowledge thereof, will promptly notify the Secured Party in writing of any event which may reasonably be expected to materially and adversely affect the value of the Intellectual Property or any portion thereof material to Pledgor and its Subsidiaries taken as a whole, the ability of Pledgor or the Secured Party to dispose of the Intellectual Property or any portion thereof material to Pledgor and its Subsidiaries taken as a whole or the rights and remedies of the Secured Party in relation thereto including, without limitation, a levy or threat of any legal process against the Intellectual Property or any portion thereof material to Pledgor and its Subsidiaries taken as a whole; (vii) until the Secured Party exercises its rights to make collection, will diligently keep reasonable records respecting the Intellectual Property; (viii) subject to the first sentence of this Section 3.(a), hereby authorizes the Secured Party, in its sole discretion, to file one or more financing or continuation statements, and after five days' prior notice to Pledgor, amendments thereto, relative to all or any part of the Intellectual Property without the signature of Pledgor where permitted by law; (ix) will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Intellectual Property and such other materials evidencing or reports pertaining to the Intellectual Property as the Secured Party may reasonably request, all in reasonable detail; (x) will, subject to clause (iii) above and paragraph 3.(d) below, pay when due any and all taxes, levies, maintenance fees, charges, assessments, license fees and similar taxes or impositions payable in respect of the Intellectual Property; and (xi) comply in all material respects with all laws, rules and regulations applicable to the Intellectual Property.

(b) If, before the Secured Obligations shall have been paid and satisfied in full, Pledgor shall (i) obtain any rights to any new service marks, trademarks, trademark registrations, trade names, copyrights or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, trademark, trademark registration, copyright renewal or extension, license renewal or patent for any reissue, division, continuation, renewal, extension, or continuation-in-art of any Patent, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and any item enumerated in clause (i) or (ii) with respect to Pledgor shall automatically constitute Intellectual Property if such would have constituted Intellectual Property at the time of execution of this Agreement, and be subject to the assignment, lien and security interest created hereby without further action by any party. Pledgor shall promptly give to the Secured Party written notice of any of the foregoing that is material to the business of Pledgor and its Subsidiaries taken as a whole. Pledgor agrees, promptly following the written request by the Secured

Party, to confirm the attachment of the lien and security interest created hereby to any rights described in clauses (i) and (ii) if such would have constituted Intellectual Property at the time of execution of this Agreement, by execution of an instrument in form acceptable to the Secured Party.

(c) Pledgor authorizes the Secured Party to modify this Agreement by amending Schedules A, B, C or D hereto to include any future Intellectual Property of Pledgor.

(d) Pledgor shall have the duty, consistent with its current business practices, to prosecute diligently applications for the Patents, the Trademarks or the Copyrights now or hereafter pending that in Pledgor's reasonable judgment would be materially beneficial to the businesses of Pledgor to which any such applications pertain until the Secured Obligations shall have been paid in full, and to do all acts necessary to preserve and maintain all rights in the Intellectual Property unless in the reasonable judgment of Pledgor such Intellectual Property has become obsolete to Pledgor's business. Any expenses incurred in connection with such actions shall be borne by Pledgor.

4. No Release. Nothing set forth in this Agreement shall relieve Pledgor from the performance of any term, covenant, condition or agreement on Pledgor's part to be performed or observed under or in respect of any of the Intellectual Property or from any liability to any Person under or in respect of any of the Intellectual Property or shall impose any obligation on the Secured Party to perform or observe any such term, covenant, condition or agreement on Pledgor's part to be so performed or observed or shall impose any liability on the Secured Party for any act or omission on the part of Pledgor relative thereto or for any breach of any representation or warranty on the part of Pledgor contained in this Agreement or any other Credit Documents or under or in respect of the Intellectual Property or made in connection herewith or therewith. The obligations of Pledgor contained in this paragraph shall survive the termination of this instrument and the discharge of Pledgor's other obligations hereunder.

5. Use and Protection of Intellectual Property. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, the Secured Party shall from time to time execute and deliver, upon written request of Pledgor and at Pledgor's expense, any and all instruments, certificates or other documents necessary or appropriate in the reasonable judgment of Pledgor to allow Pledgor to continue to exploit, license, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property.

6. Transfers and Other Liens. Pledgor agrees that it will not, except as otherwise expressly permitted by the Credit Documents (a) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Intellectual Property or (b) create or permit to exist any Lien upon or with respect to any of the Intellectual Property, except for Permitted Liens and the lien and security interest granted to the Secured Party under this



Agreement; provided, however, that notwithstanding anything herein contained to the contrary or in any other Credit Document, the Pledgor shall be entitled in the normal and usual course of business to (i) license on a non-exclusive basis the Intellectual Property to its Affiliates (as defined in the Credit Agreement) or to other Entities (as defined in the Credit Agreement) and/or (ii) assign part of its Intellectual Property to joint ventures of any kind in which the Pledgor or any Affiliate has an interest; provided that in either case, such license and/or assignment shall not be used in any operation located in any county in which Pledgor has a place of business or is operating.

7. Rights and Remedies.

(a) Whenever an Event of Default (as defined in the Credit Documents) shall have occurred and be continuing, the Secured Party may to the fullest extent permitted by applicable law, with five days' prior written notice to Pledgor, and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to be used any or all of the Intellectual Property or any part thereof, in each case, free of all rights and claims of Pledgor therein and thereto. At any public sale, the Secured Party, in its sole discretion, may apply the full unpaid principal amount of any Secured Obligations against the purchase price of any such Intellectual Property that the Secured Party may purchase at such sale. In that connection, the Secured Party shall have the right to impose (A) such limitations and restrictions on the sale or assignment of the Intellectual Property as the Secured Party may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to the sale or assignment and (B) requirements for any necessary governmental approvals.

(b) Except as provided in this Section 7, Pledgor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Secured Party of any of its rights and remedies hereunder. The Secured Party shall not be liable to any Person for any incorrect or improper payment made pursuant to this Section 7, in the absence of gross negligence or willful misconduct.

(c) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property pursuant hereto, and after the application of the proceeds hereunder to the Secured Obligations, if any Secured Obligations remain unpaid or unsatisfied, Pledgor shall remain liable for the unpaid and unsatisfied amount of such Secured Obligations.

8. Secured Party's Rights to Sue. Whenever an Event of Default shall have occurred and be continuing, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and

Licenses, and, if the Secured Party shall commence any such suit, Pledgor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

9. Application of Proceeds. If any Intellectual Property is sold or disposed of or realized upon during the continuation of an Event of Default, the proceeds received by the Secured Party in respect thereof, together with any other sums then held by the Secured Party pursuant to this Agreement, shall be applied promptly by the Secured Party to the payment of the Secured Obligations in such order as the Secured Party shall in its sole discretion determine.

10. Remedies Cumulative. Each and every right, power and remedy hereby specifically given to the Secured Party shall be in addition to every other right, power and remedy specifically given under this Agreement or under the other Credit Documents or now or hereafter existing at law or in equity, or by statute and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Secured Party. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of exercise of one shall not be deemed a waiver of the right to exercise of any other or others. No delay or omission of the Secured Party in the exercise of any such right, power or remedy and no renewal or extension of any of the Secured Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or Event of Default or an acquiescence therein. In the event that the Secured Party shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Secured Party may recover reasonable expenses, including, without limitation, the reasonable fees and expenses of its counsel, and the amounts thereof shall be included in such judgment.

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

12. Indemnity.

(a) Pledgor agrees to indemnify, reimburse and hold the Secured Party and the Creditors and their respective successors, assigns, employees, principals, agents and servants (collectively, "Indemnities;" each, an "Indemnitee") harmless from and against any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all costs and expenses (including, without limitation, attorney's fees

and expenses) of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnities in any way relating to or arising out of this Agreement or the documents executed in connection herewith or in any other way connected with the administration of the transactions contemplated hereby or the enforcement of any of the terms of, or the preservation of any rights hereunder, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Intellectual Property (including, without limitation, latent or other defects, whether or not discoverable, any claim for patent, trademark, trade secret or copyright infringement), the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee)), or property damage, or contract claim. Upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, judgment or suit, Pledgor shall assume full responsibility for the defense thereof. If any action, suit or proceeding arising from any of the foregoing is brought against any Indemnitee, Pledgor shall, if requested by such Indemnitee, resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel reasonably satisfactory to such Indemnitee. Each Indemnitee shall, unless any other Indemnitee has made the request described in the preceding sentence and such request has been complied with, have the right to employ its own counsel to investigate and control the defense of any matter covered by the indemnity set forth in this Section 12.(a) and the fees and expenses of such counsel shall be paid by Pledgor.

(b) If Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or any warranty on the part of Pledgor contained herein shall be breached, the Secured Party may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose. Any and all amounts so expended by the Secured Party shall be paid by Pledgor promptly upon demand therefor, with interest at the Default Rate in effect from time to time during the period from and including the date so expended to the date of repayment. Pledgor's obligations under this Section 12.(b) shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder.

(c) Without limiting the application of Section 12.(a), Pledgor agrees to pay, indemnify and hold each Indemnitee harmless from and against any loss, costs, damages and expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by Pledgor in this Agreement or any of the other Credit Documents or in any statement or writing contemplated by or made or delivered pursuant to or in connection with this instrument or any of the other Credit Documents.

(d) If and to the extent that the obligations of Pledgor under this Section 12 are unenforceable for any reason, Pledgor hereby agrees to make the maximum

contribution to the payment and satisfaction of such obligations that is permissible under applicable law.

(e) The obligations of Pledgor contained in this Section 12 shall survive the termination of this instrument and the discharge of Pledgor's other obligations hereunder.

(f) Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Obligations secured by the Intellectual Property.

13. Modifications in Writing. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure by Pledgor therefrom, shall be effective unless the same shall be in writing and signed by the Secured Party. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by Pledgor from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Credit Document, no notice to or demand on Pledgor in any case shall entitle Pledgor to any other or further notice or demand in similar or other circumstances.

14. Notices, Etc. Notices required or permitted to be given hereunder shall be given to the parties at the addresses set forth in the introductory paragraphs hereto or at such other address as may be designated in writing from time to time by one party to the other. Any such notices or communications shall be deemed to be received upon the earlier of actual receipt at the address provided or, if mailed, two business days after mailing by first class mail. Debtor agrees to promptly deliver to each Creditor, at the address for notices provided in the appropriate Credit Document, a copy of each notice or report provided to the Secured Party hereunder.

15. Costs, Expenses and Taxes. Pledgor shall pay all costs and expenses in connection with the administration of this Agreement, and all costs and expenses (including, without limitation, attorneys' fees and expenses), if any, in connection with the enforcement of this Agreement or any other agreement furnished pursuant hereto or in connection herewith. In addition, Pledgor shall pay any and all stamp, transfer and other similar taxes payable or determined to be payable in connection with the execution and delivery of this Agreement, and agrees to save and hold the Secured Party harmless from and against any and all liabilities with respect to or resulting from any delay in paying, or omission to pay, such taxes. The obligations of Pledgor under this Section shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder.

16. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be

deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

17. Binding Effect; Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until payment in full in cash of all Secured Obligations, (b) be binding upon the Pledgor, its successors and assigns, and (c) inure, together with the rights and remedies of the Secured Party and its successors, transferees and assigns; no other Persons (including, without limitation, any other creditor of the Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (c), the Secured Party may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Secured Party herein or otherwise, subject however, to the provisions of the Credit Documents.

18. Consent to Jurisdiction and Service of Process.

(a) Any suit, action or proceeding against the Pledgor with respect to this Agreement may be brought in the courts of the State of Florida or in the U.S. District Court for the Middle District of Florida as the Secured Party in its sole discretion may elect, and the Pledgor hereby accepts the nonexclusive jurisdiction of those courts for the purpose of any suit, action or proceeding, agrees that any pleadings or service of process may be had in the same manner as is provided for written notice herein and agrees that such service shall be fully effective on Pledgor.

(b) In addition, the Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect to any part thereof brought in the State of Florida and hereby further irrevocably waives any claim that any suit, action or proceeding brought in the State of Florida has been brought in an inconvenient forum.

19. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE A SECURITY AGREEMENT MADE UNDER THE LAWS OF THE STATE OF FLORIDA AND SHALL BE GOVERNED AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF SAID STATE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. Nothing contained in this Agreement and no action taken by the Secured Party pursuant hereto shall be deemed to constitute the Security Party a partnership, an association, a joint venture or other entity.

20. Severability of Provision. 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 hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

21. Headings. The headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

22. Obligations Absolute. All obligations of Pledgor hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Pledgor;

(b) any lack of validity or enforceability of any Credit Document, any other Credit Document, or any other agreement or instrument relating thereto;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, Purchase Agreement, any other Credit Document, or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this instrument or any other Credit Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 17 hereof; or

(f) any other circumstances which might otherwise constitute a defense available to, or a discharge of, Pledgor.

23. Termination. When all obligations under the Credit Documents have been indefeasibly paid in full and all commitments thereunder have been terminated, this Agreement shall terminate; provided, however, that if at any time before or after termination of this Agreement, any Creditor is required to pay or deliver back to the Debtor or other person (including any trustee, debtor-in-possession, receiver or other representative on behalf of the Debtor or its estate), any payment or property received, this Agreement shall continue to be reinstated as to such payment or property. Upon termination of this Agreement, Secured Party shall, upon the request and at the expense of Pledgor, forthwith assign, transfer and deliver proper instruments (including Uniform Commercial Code termination statements on Form UCC-3) acknowledging the termination of this Agreement.

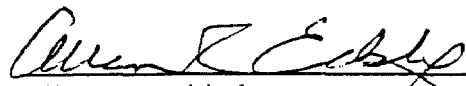
24. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Documents.

25. Intercreditor Agreement. The Debtor acknowledges and agrees that Secured Party is acting as collateral agent hereunder for the benefit of the Creditors pursuant to, and in accordance with the terms of, the Intercreditor Agreement.

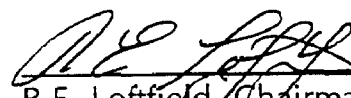
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.


HURON TECH CORP., a Delaware  
corporation

By:   
R.E. Loftfield, Chairman

By:   
Allen R. Ecklof  
Vice President—Finance

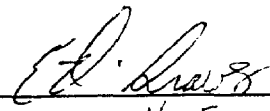
442 CORPORATION, a Delaware  
corporation

By:   
R.E. Loftfield, Chairman

By:   
Allen R. Ecklof  
Vice President—Finance

("Pledgor")

FIRST UNION NATIONAL BANK, a  
national banking association

By:   
Its: Vice President

("Secured Party")

**SCHEDULE A**  
**to**  
**Intellectual Property Pledge Agreement**

**Patents and Patent Applications**



As of June 25, 1998

**HURON TECH CANADA INC. AND HURON TECH CORP. PATENT LIST**

<u>Patent or Patent Application Title</u>	<u>Country</u>	<u>Patent or Application No.</u>
Chromate Removal by Precipitation	CA	1,133,641
	CA	1,124,676
Protection of Substrates against Corrosion	US	4,298,416
	US	4,299,869
	CA	1,115,143
Anodes and Method of Making	US	5,004,626
	CA	1,292,723
Method for the Removal of Chromium Compounds From Aqueous Solutions	US	5,211,853
	CA	2,079,632
Process for Chromium Removal Using an Inorganic Sulfur Compound	US	5,254,321
	CA	2,100,948
Integrated Process for the Production of Alkaline Earth Metal Chlorates and Chlorine Dioxide	US	5,294,307
	CA	2,079,634
Process for Chromium Removal Using an Inorganic Sulfur Compound	US	5,336,475
Method for the Preparation of Chlorates From Waste Gas Streams Obtained From the Production of Chlorine Dioxide	US	5,378,447 -
	CA	2,079,633
Electrolysis Process for Removal of Caustic in Hemicellulose Caustic	US	5,589,053 -
	US	5,667,668 -
Co-Generation of Ammonium Persulfate Anodically and Alkaline Hydrogen Peroxide Cathodically with Cathode Products Ratio Control	US	5,643,437 -
	PCT	WO 97/16584
Chemical and Electrochemical Regeneration of Active Carbon	US	5,702,587 -
Regeneration of Active Carbon and Polymeric Adsorbents	US	08/810,688 -
	CA	2,221,851

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<u>Patent or Patent Application Title</u>	<u>Country</u>	<u>Patent or Application No.</u>
Cathodically Protected Concrete Article, Anode, and Process for Production Thereof	US CA	08/632,749 ✓ 2,170,332
Valve Metal Anodes for Use in Electrochemical Systems Operating at Low Current Density	US PCT	08/502,248 ✓ WO 97/03229
Flow through Anode for Cathodic Protection Systems	US CA	08/502,249 ✓ 2,181,121
Louvered anode for Cathodic Protection Systems	US CA	08/854332 ✓ applied for
Cathodic Protection of Reinforced Concrete Having Improved Electrical Conductivity	US CA	08/804806 ✓ applied for
Ladder Anode for Cathodic Protection of Steel Reinforcement in Atmospherically Exposed Concrete	US CA	08/593507 ✓ 2,195,613

**TRADEMARKS owned by Huron Tech Corp.**

<u>Trademark</u>	<u>Country</u>	<u>Registration or Application No.</u>
HURON LADDER	US	75/104,737
L212-LADDER	US	75/104,739

hti-pat1.lst

# STATUS OF PATENTS INITIATED IN DELCO

Patent Title	Case #	Inventor, et. al	UNITED STATES			OTHER COUNTRY			
			Accepted ?	Patent or Application #	Issue or File Date	Country	Accepted ?	Patent or Application #	Issue Date
1. Method for the Removal of Chromium Compounds From Aqueous Solutions (HAS)	HT-10	Jackson	Yes	5,211,853	5/18/93	Canada	Yes	2,079,632	10/18/9
2. Method For the Preparation of Chlorates From Waste Gas Streams Obtained From the Production of Chlorine Dioxide (Hypo Recycle)	HT-20	Jackson	Yes	5,378,447	1/3/95	Canada	Yes	2,079,633	4/28/98
3. Integrated Process For the Production of Alkali and Alkaline Earth Metal Chlorates and Chlorine Dioxide (HO Style)	HT-30	Jackson	Yes	5,294,307	3/15/94	Canada	Yes	2,079,634	5/30/95
4. Process For Chromium Removal Using an Inorganic Sulfur Compound (Sulfite)	HT-40	Jackson	Yes	5,254,321	10/19/93	Canada	Yes	2,100,948	1/24/95
5. Process For Chromium Removal Using an Inorganic Sulfur Compound (From Sulfate Solutions)	HT-50	Jackson	Yes	5,338,475	8/9/94	None			
6. Electrolysis Process For Removal of Caustic in Hemicellulose Caustic	HT 130	Moran	Yes	5,589,053	12/31/96	South Africa	Yes	96 / 8174	8/27/97
						PCT	Not Yet	PCT/US96/17298	10/30/96
						Australia	Not Yet		
						PCT	Not Yet		
						Brazil	Not Yet		
						PCT	Not Yet		
7. Electrolysis Process For Removal of Caustic in Hemicellulose Caustic	HT 130 CIP	Moran	Yes	5,667,668	9/16/97	Canada	Not Yet		
						PCT	Not Yet		
						Japan	Not Yet		
						PCT New Zealand	Not Yet		
8. Cogeneration of Ammonium Persulfate Anodically & Alkaline Hydrogen Peroxide Cathodically With Cathode Products Ratio Control	HT 160	Dong	Yes	5,843,437	7/1/97	Canada	Not Yet	PCT/US96/17485	10/29/96
9. Persulfate Process and Cell for Producing Hydrogen Peroxide by Electrolysis	HT 170	Moran	Not Yet	09/044364	3/19/98	None			
10. Filter Press Electrolyzer <i>This is plate and frame cell used for spent caustic oxidation</i>	HT 170 CIP	Jackson	Not Yet	09/088566	6/1/98	None			
11. Electrolysis Process For Treating Aqueous Waste Streams <i>This is spent caustic oxidation process</i>	HT 180	Moran	Not Yet	09/088195	6/1/98	None			

Two more patent applications have been written but have not yet been finalized. They both should be submitted within the next 2 months. These applications will cover:

- 1) a process to recover sodium and lignin from black liquor by electrolysis.
- 2) a PAC process to purify aqueous electrolytes such as sodium chlorate.

**SCHEDULE B**  
**to**  
**Intellectual Property Pledge Agreement**

**Trademark Registrations**

**Int. Cl.: 9**

**Prior U.S. Cls.: 21 and 26**

**United States Patent and Trademark Office**

**Reg. No. 1,732,013**

**Registered Nov. 10, 1992**

**TRADEMARK  
PRINCIPAL REGISTER**

**CLORMATIC**

**HURON TECH CORP. (DELAWARE CORPORATION)  
P.O. BOX 189  
DELCO, NC 28436**

**FOR: ELECTROLYTIC CHLORINE GENERATION SYSTEM COMPRISING A POWER SUPPLY, ELECTROLYTIC CELL AND FLOW/**

**SALINITY SENSOR, FOR SWIMMING POOLS, IN CLASS 9 (U.S. CLS. 21 AND 26).**

**FIRST USE 10-16-1990; IN COMMERCE 10-16-1990.**

**SN 74-038,673, FILED 3-15-1990.**

**M. E. BODSON, EXAMINING ATTORNEY**

**SCHEDULE C**  
**to**  
**Intellectual Property Pledge Agreement**

**Claims of Copyright**

NONE

**SCHEDULE D  
to  
Intellectual Property Pledge Agreement**

**Licenses**

NONE