

10-22-2001



101880527

RECORDA
TRADEMARKS UNIT

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 #

10-1509

Correction of PTO Error
Reel # Frame #
 Corrective Document
Reel # Frame #

Conveyance Type

Assignment License
 Security Agreement Nunc Pro Tunc
Assignment

Merger
 Change of Name
 Other Release
Effective Date
Month Day Year
10 5 01

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name The Northern Trust Company

10 5 01

Formerly

Individual General Partnership Limited Partnership Corporation Association
 Other banking corporation

Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name Tenex Corporation

DBA/AKA/TA

Composed of

Address (line 1) 2400 Arthur Avenue

Address (line 2)

Address (line 3) Elk Grove Illinois 60007

Individual General Partnership Limited Partnership Association
 Corporation Association
 Other
 Citizenship/State of Incorporation/Organization Illinois

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

0000022 76120400

40.00 UP
255.00 OP

10/22/2001 610N11

01 FC:461
02 FC:462

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

(312) 629-5146

Name

Amy L. Koenig

Address (line 1)

Barack Ferrazzano Kirschbaum Perlman & Nagelberg

Address (line 2)

333 West Wacker Drive, Suite 2700

Address (line 3)

Chicago, Illinois 60606

Address (line 4)

Pages

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

18

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)

76120400

823735

1491076

1534341

2246031

2341836

2230778

2074259

1412756

2256924

Number of Properties

Enter the total number of properties involved.

10

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 265.00

Method of Payment:

Enclosed



Deposit Account



Deposit Account

(Enter for payment of deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

50-1004

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.

Amy L. Koenig

Name of Person Signing

Amy L. Koenig
Signature

10/5/01

Date Signed

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

06-01-2001



101708601

Department of Commerce
Patent and Trademark Office
TRADEMARK

2.14-01

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 <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID# <input type="text"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="text"/>	Effective Date Month Day Year <input type="text" value="November 28, 2000"/>
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Conveying Party(ies) 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)
 City State/Country Zip Code

Individual General Partnership Limited Partnership

Banking 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).

RECEIVED OPR
2001 JUN - 1
PH 3:29
ASSIGNMENTS DIV

03/01/2001
01 FC:481
02 FC:482

00000243 76120400

40.00 OP
225.00 CP

FOR OFFICE USE ONLY

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: 002385 FRAME: 0936

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 number)

Trademark Application Number(s)	Registration Number(s)		
<input type="text" value="76/120,400"/>	<input type="text" value="823,735"/>	<input type="text" value="1,491,076"/>	<input type="text" value="1,534,341"/>
<input type="text"/>	<input type="text" value="2,246,031"/>	<input type="text" value="2,341,836"/>	<input type="text" value="2,230,778"/>
<input type="text"/>	<input type="text" value="2,074,259"/>	<input type="text" value="1,412,756"/>	<input type="text" value="2,256,924"/>

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.

Mary Margaret Murray
Name of Person Signing


Signature

2/12/01
Date Signed

RELEASE

In consideration of the payment of all indebtedness and amounts secured by that certain Intellectual Property Security Agreement made as of November 28, 2000, by and between Tenex Corporation, an Illinois corporation (the "Borrower"), and The Northern Trust Company, an Illinois banking corporation (the "Bank"), which Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on February 14, 2001, at Reel 002243, Frame 0284 of the Assignment Branch, the Bank hereby releases and discharges all of its right, title and interest in and to the above-described Intellectual Property Security Agreement, including the security interest and conditional assignment created and existing thereunder on the property described in and covered thereby, and reassigns to Borrower any right, title and interest of Bank in and to the "Collateral" described therein, including the right to recover for past infringement of any of the Collateral and the goodwill of the business in connection with which the Collateral is used and which is symbolized by any of the Collateral.

Reference is made to the above-described Intellectual Property Security Agreement, and the recordation thereof, for all purposes in connection herewith.

Executed this 5 day of October, 2001.

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

By: William R Kopp
Its: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William R. Kopp, the V.P. of THE NORTHERN TRUST COMPANY, an Illinois banking corporation, the party to the foregoing instrument, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of October, 2001.



Joan E Russell
Notary Public

My Commission Expires: 3/18/2002

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 28, 2000, is between TENEX CORPORATION, an Illinois corporation (the "Borrower") and THE NORTHERN TRUST COMPANY (the "Lender").

WITNESSETH:

WHEREAS, the Borrower and the Lender have entered into that certain Revolving Credit Agreement dated as of November 30, 1992, as amended (the "Revolving Agreement"), and that certain Call On Term-Term Loan Facility Agreement dated as of September 11, 1997, as amended (the "Call Agreement"; the Revolving Agreement and the Call Agreement shall herein be referred to individually as the "Credit Agreement" and collectively as the "Credit Agreements");

WHEREAS, the terms of the Credit Agreements require that the Obligations with respect to the Loans owing to the Lender be secured by the Collateral and the Borrower desires to enter into this Security Agreement to satisfy such terms; and

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS.

As used in this Security Agreement:

"Collateral" means, collectively, (i) the Trademarks and Goodwill, (ii) the Patents, (iii) Patent licenses, (iv) Trademark licenses, (v) trade secrets, (vi) any renewal, reissue, re-examination certificate or extension with respect to the Trademarks, Patents, Trademark licenses, Patent licenses and trade secrets, (vii) all Related Documents, (viii) all rights to use the Trademarks as trade names or corporate names in all aspects of its business and (ix) all proceeds, insurance proceeds and products of any of the foregoing including without limitation, any claim by the Borrower against third parties for past, present or future infringement of any Patent or Trademark.

"Default" means an event described in Section 6.1.

"Goodwill" means the goodwill of the business connected with the use of (or associated with) and symbolized by the Trademarks, but not any other goodwill.

"Patents" means collectively, (i) each patent of the Borrower, including the patents listed on Exhibit A-1 hereto and (ii) each patent application of the Borrower, including the patent applications listed on Exhibit A-2 hereto.

"Related Documents" means, collectively, all documents and any things in the Borrower's possession, related to the production and sale by the Borrower, or any affiliate, subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Borrower in connection with the Trademarks or trade secrets, including by way of example, without limitation, (i) all lists and ancillary documents which identify and describe any of the Borrower's customers, or those of its affiliates, subsidiaries or licensees, for products sold or services rendered under or in connection with the Trademarks or trade secrets, including, (ii) all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks or trade secrets, (iii) all documents which reveal the names and addresses of all sources of supply, and all terms of purchase and delivery, for all materials and components used in the production of products or provisions of services sold under or in connection with the Trademarks or trade secrets and (iv) all documents constituting or concerning the then current or proposed advertising and promotion by the Borrower or its affiliates, subsidiaries or licensees of products or services sold under or in connection with the Trademarks or trade secrets, including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products or services.

"Security Agreement" means this Intellectual Property Security Agreement, as it may be amended or modified and in effect from time to time.

"Trademarks" means collectively, (i) the trademarks listed on Exhibit B-1 hereto, all designs and logotypes related to such trademarks, in any and all forms and (ii) all trademark registrations and applications for registration related to such trademarks, including those registrations and applications listed on Exhibit B-2 hereto.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the applicable Credit Agreement.

2. GRANT OF SECURITY INTEREST.

The Borrower hereby pledges and grants to the Lender a continuing lien and security interest in and right of setoff against the Collateral to secure the full and complete payment and performance of all obligations owed to the Lender by the Borrower or any Guarantor howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due, including, without limitation, under the Credit Agreements and hereunder (the "Obligations"); provided, however, that the grant of a security interest shall not extend to the Borrower's rights under any license agreement to the extent that a grant of a security interest in such license agreement is prohibited by a valid, enforceable

restriction thereon, unless the necessary consents shall have been obtained or such restriction shall have been rendered ineffective by reason of law, court proceedings or otherwise.

3. BORROWER REMAINS OBLIGATED.

The security interest created hereunder shall not relieve the Borrower from the performance of any term, covenant, condition or agreement on its part to be performed or observed (including exercise by the Lender of any of its rights hereunder), or from any liability to any Person, under or in respect of any of the Collateral or impose any liability on the Lender for any act or omission on the part of the Borrower.

4. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Lender that:

4.1. Authorization, Validity and Enforceability. The execution and delivery by the Borrower of this Security Agreement and all financing statements and other filings contemplated by this Security Agreement create a security interest which is enforceable against the Borrower in all now owned and hereafter acquired Collateral, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

4.2. Principal Location. The Borrower's mailing address for notices hereunder, and the location of its chief executive office and principal place of business and of its books and records relating to the Collateral is 2400 Arthur Avenue, Elk Grove Village, Illinois 60007.

4.3. No Other Names. With the exception of "Sterling Molding," under which the Borrower is no longer conducting any business, the Borrower has not conducted business under any name except the name in which it has executed this Security Agreement.

4.4. No Default. No Default or Unmatured Default exists.

4.5. No Financing Statements. The Borrower is and shall continue to be the lawful owner of the entire right, title and interest in and to the Collateral, subject to any licenses of Patents and Trademarks or other Collateral. No financing statement or filing describing all or any portion of the Collateral which has not lapsed or been terminated naming the Borrower as debtor has been filed in any jurisdiction except financing statements and filings naming the Lender as secured party. The Collateral is free and clear of all liens other than the liens created in this Security Agreement. The Borrower has no right, title or interest in any Patent or Trademark other than those listed on the Exhibits hereto.

4.6. Security Interest. This Security Agreement creates a valid security interest in or collateral assignment of the Collateral, enforceable against the Borrower and all third parties, securing payment of the Obligations, which security interest will be a perfected first priority

security interest upon (i) the recording of this Security Agreement in the Office of the Commissioner of Patents and Trademarks and (ii) the filing of Uniform Commercial Code financing statements with the Secretary of State of Illinois.

4.7. Registrations. The Borrower has duly and properly applied for registration of the Patents and Trademarks listed in Exhibit A-2 and B-2 hereto in the United States Patent and Trademark Office and will use its best efforts to pursue each application and obtain such registration to the extent it is financially prudent for the Borrower to do so.

5. COVENANTS.

So long as any Obligations remain outstanding, the Borrower covenants as follows:

5.1. Delivery of Certificates. The Borrower shall deliver to the Lender copies of all existing official certificates of registration for the Patents and Trademarks, and shall deliver to the Lender copies of the official certificates of registration for Trademarks and Patents for which applications are now or hereafter pending, promptly upon receipt by the Borrower of such certificates.

5.2. Notice of Proceedings. The Borrower shall promptly notify the Lender of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office of any agency of any state or any court regarding the Borrower's right, title and interest in any Patent or Trademark or the Borrower's right to register any Patent or Trademark.

5.3. Security Interest and Lien. Except as otherwise permitted by the terms of the Credit Agreements, the Borrower shall protect, preserve, renew and maintain, all rights of the Borrower in all Collateral, including the duty to prosecute and/or defend against any and all suits concerning substantial and material infringement or dilution of such Collateral, any suits against the Borrower asserting the invalidity of such Collateral and any suits claiming injury to the Goodwill associated with such Collateral. The Borrower will (i) preserve, warrant, and defend the lien created hereby in the Collateral against the claims of all Persons whomsoever, (ii) will not at any time assign, transfer, or otherwise dispose of its right, title and interest in and to any of the Collateral, (iii) will not at any time, directly or indirectly, create, assume, or suffer to exist any lien, or other rights of third Persons and restrictions, other than (a) the liens created by this Security Agreement in and to the Collateral or any part thereof and (b) licenses entered into by the Borrower in the ordinary course of its business, including licenses granted to distributors and end users, licenses entered into in connection with the development of products and other license arrangements customary in the Borrower's line of business.

5.4. Further Assurances. The Borrower, at its expense, shall from time to time execute and deliver to the Lender all such other assignments, certificates, supplemental documents, and financing statements, and shall do all other acts or things as the Lender may reasonably request in order to more fully create, evidence, perfect, continue, and preserve the

priority of the lien herein created and to exercise and enforce its rights and remedies hereunder, with respect to any Collateral. Without limiting the generality of the foregoing, the Borrower will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Lender may request, in order to perfect and preserve the assignments and security interest granted or purported to be granted hereby. The Borrower hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Borrower where permitted by law.

5.5. Change of Name, Identity, etc. The Borrower shall not change its name, jurisdiction of incorporation, identity or corporate structure without giving the Lender at least thirty (30) days' prior written notice.

6. DEFAULT.

6.1. The occurrence of any one or more of the following events shall constitute a Default:

6.1.1. Any representation or warranty made by or on behalf of the Borrower to the Lender under or in connection with this Security Agreement shall be materially false as of the date on which made.

6.1.2. The breach by the Borrower of any of the terms or provisions of Section 5.

6.1.3. The breach by the Borrower (other than a breach which constitutes a Default under Sections 6.1.1 or 6.1.2) of any of the terms or provisions of this Security Agreement is not remedied within five (5) days after written notice from the Lender.

6.1.4. Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 5.3.

6.1.5. Any "Event of Default" under and as defined in the applicable Credit Agreement.

6.2. Acceleration and Remedies. If any Default occurs and is continuing, then the Lender may exercise any or all of the rights and remedies provided (i) in the Credit Agreements, the Security Documents and this Security Agreement, (ii) to a secured party when a debtor is in default under a security agreement by the Uniform Commercial Code as enacted in the State of Illinois or other applicable jurisdiction, as amended and (iii) as afforded by law, in equity or otherwise, including, without limitation, any law governing the exercise of a bank's right of setoff or banker's lien.

6.3. Right of Sale. Upon the occurrence and during the continuance of a Default, subject to compliance with applicable law, the Lender (i) may appoint a receiver of the Collateral, (ii) may sell the Collateral at a public or private sale, at any of its offices or elsewhere, for cash or credit or for future delivery, and at such price or prices and upon such other terms as it may deem commercially reasonable, (iii) shall not be obligated to make any sale of Collateral regardless of notice of sale having been given and (iv) may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned; provided, however, that if any item of the Collateral constituting a Trademark is assigned or sold, rather than licensed, it shall be assigned or sold only as an entirety and in conjunction with its associated Goodwill. The Lender may be the purchaser at any sale of the Collateral and may pay all or any part of the purchase price thereof by canceling part or all of the Obligations. To the greatest extent provided by applicable law, the Borrower hereby waives the right to object to the manner or sufficiency of advertising, preparation of the Collateral for sale, or solicitation of bids in connection with any sales or other dispositions of the Collateral. The Borrower hereby expressly waives and releases, to the fullest extent permitted by applicable law, any right of redemption on the part of the Borrower.

6.4. Sale Restrictions. The Borrower agrees that, in any sale of any of the Collateral, the Lender is authorized to comply with any limitation or restriction in connection with such sale as counsel may advise the Lender (which counsel may be employees of the Lender) is necessary in order to avoid any violation of any applicable law (including compliance with such procedures as may restrict the number of prospective bidders or purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental or regulatory authority or official, and the Borrower further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Lender be liable or accountable to the Borrower for any discount allowed by reason of the fact that the Collateral was sold in compliance with any such limitation or restriction.

6.5. Borrower's Obligations Upon Default. Upon the request of the Lender after the occurrence and during the continuance of a Default, the Borrower will:

6.5.1. Assembly of Collateral. Assemble and make available to the Lender the Collateral and all records relating thereto at any place or places reasonably specified by the Lender.

6.5.2. Lender Access. Permit the Lender, by the Lender's representatives and agents, to enter any premises where all or any part of the Collateral, or the book

and records relating thereto, or both, are located, to take possession of all or any part of such Collateral and to remove all or any part of such Collateral.

6.6. Protection of Collateral. To the maximum extent permitted by applicable law, after the occurrence and during the continuance of a Default, the Lender shall have the right, without taking title to any Collateral, to bring suit to enforce any or all Collateral or the lien granted hereunder, in which event the Borrower shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. All costs, expenses and other money advanced by the Lender in connection with the foregoing shall be Obligations payable on demand.

7. APPLICATION OF PROCEEDS.

The Lender shall apply the proceeds of the Collateral, including the proceeds of any sales or other disposition of the Collateral, or any part thereof, under this Section 7, in the following order unless a court of competent jurisdiction shall otherwise direct:

(i) FIRST, to payment of all reasonable costs and expenses of the Lender incurred in connection with the collection and enforcement of the Obligations or of the security interest granted to the Lender pursuant to this Security Agreement;

(ii) SECOND, to payment of that portion of the Obligations constituting accrued and unpaid interest and fees;

(iii) THIRD, to payment of the principal of the Obligations constituting Loans;

(iv) FOURTH, to payment of all other Obligations owing to the Lender; and

(v) FIFTH, the balance, if any, after all of the Obligations have been satisfied, shall be remitted to the Borrower or whomsoever shall be legally entitled thereto.

8. GENERAL PROVISIONS.

8.1. Notice of Disposition of Collateral. The Borrower hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Borrower, addressed as set forth in Section 9.1, at least five (5) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

8.2. Lender's Performance of Obligations. Without having any obligation to do so, the Lender may perform or pay any obligation in this Security Agreement which the Borrower has agreed to perform or pay but which it has failed to so perform or pay in a timely manner

after a request therefor from the Lender and the Borrower shall reimburse the Lender for any amounts paid by the Lender pursuant to this Section 8.2. The Borrower's obligation to reimburse the Lender pursuant to the preceding sentence shall be an Obligation payable on demand. The Borrower hereby appoints the Lender, and any other Person that the Lender may designate, as the Borrower's attorney-in-fact to do, or cause to be done, in the name, place and stead of the Borrower in any way in which the Borrower itself could do, or cause to be done and has failed to do at the request of the Lender.

8.3. Authorization for Lender to Take Certain Action. The Borrower irrevocably authorizes the Lender at any time and from time to time and appoints the Lender as its attorney in fact to act, in the sole discretion of the Lender, on behalf of the Borrower (i) at any time (a) to execute on behalf of the Borrower as debtor and to file financing statements or other filings with the United States Patent and Trademark Office necessary or desirable in the Lender's sole discretion to perfect and to maintain the perfection and priority of the Lender's security interest in the Collateral, and (b) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Lender in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Lender's security interest in such Collateral and (ii) after the occurrence and during the continuance of a Default, to receive, endorse and collect all instruments made payable to the Borrower representing any interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, and to apply the proceeds of any Collateral received by the Lender to the Obligations when and to the extent permitted by this Security Agreement.

8.4. Specific Performance of Certain Covenants. The Borrower acknowledges and agrees that a breach of any of the covenants contained in Section 5 will cause irreparable injury to the Lender, that the Lender has no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Lender to seek and obtain specific performance of other obligations of the Borrower contained in this Security Agreement, that the covenants of the Borrower contained in Section 5 shall be specifically enforceable against the Borrower.

8.5. Dispositions Not Authorized. Except as set forth in Section 5.3, the Borrower is not authorized to sell or otherwise dispose of the Collateral or grant any license with respect to the Collateral, and notwithstanding any course of dealing between the Borrower and the Lender or other conduct of the Lender, no authorization to sell or otherwise dispose of the Collateral or to grant any license with respect to the Collateral shall be binding upon the Lender unless such authorization is in writing signed by the Lender.

8.6. Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Security Agreement or in the applicable Credit Agreement are used in this Security Agreement as defined in the Illinois Commercial Code as in effect from time to time.

8.7. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Borrower, the Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights under this Security Agreement or any interest herein, without the prior written consent of the Lender.

8.8. Survival of Representation All representations and warranties of the Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.9. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.10. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations or commitments therefor outstanding) until no Obligations or commitments of the Lender which would give rise to any Obligation shall be outstanding.

8.11. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Borrower and the Lender relating to the Collateral and supersedes all prior agreements and understandings between the Borrower and the Lender relating to the Collateral.

8.12. Releases; Partial Release. Upon termination of this Security Agreement in accordance with the provisions of Section 8.10 hereof, the Lender shall, at the Borrower's request and expense and subject to the foregoing sentence, execute such release as the Borrower may reasonably request, in form and upon terms acceptable to the Lender in all respects, and shall deliver all Collateral which is in the Lenders' possession.

8.13. Waivers. Beyond the exercise of reasonable care to assure the safe custody of the Collateral while held hereunder, the Lender and its respective nominees shall have no duty or liability to collect any sums due in respect thereof or to protect or preserve rights pertaining thereto, and shall be relieved of all responsibility for the Collateral upon surrendering them to the Borrower. No course of dealing between the Borrower and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or with respect to any or all of the Obligations shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided and provided in all other agreements, instruments and documents delivered, or to be delivered, pursuant to or in connection with or to evidence any of the Obligations are cumulative and are in addition to, and not exclusive of, any rights and remedies of a secured party under the Illinois Uniform Commercial Code. The provisions of this Security Agreement are severable and if any clause or provision thereof shall

be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision in this Security Agreement or any jurisdiction.

8.14. Amendments; Waivers. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement shall be valid unless in writing and signed by the Lender, and then only to the extent as specifically set forth in such writing.

9. NOTICES; COUNTERPARTS.

9.1. Sending Notices. All notices and other communications under this Security Agreement shall be made at the addresses, in the manner and with the effect provided in the Revolving Agreement.

9.2. Change in Address for Notices. The Borrower and the Lender may each change the address for service notice upon it by a notice in writing to the other party hereto.

9.3. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. This Security Agreement shall be effective when it has been executed by the Borrower and the Lender.

IN WITNESS WHEREOF, the undersigned have executed this Security Agreement as of the date first above written.

TENEX CORPORATION

By: 

Title: President

THE NORTHERN TRUST COMPANY

By: Rahul

Title: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Amy L. Koenig, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Albert B. Cheris, personally known to me to be the President of TENEX CORPORATION, an Illinois corporation, and personally know to me to be the same name is subscribed to the foregoing Intellectual Property Security Agreement appeared before me this day in person and acknowledged that he signed and delivered the said agreement as President of said corporation, pursuant to authority given by the Board of Directors and shareholders of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN, under my hand and seal this 28th day of November, 2000.

(SEAL)

Amy L. Koenig
Notary Public

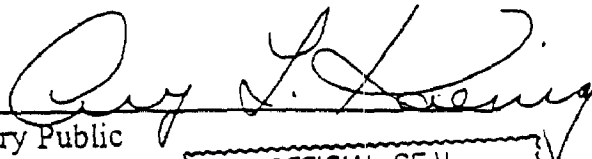
My Commission Expires
AMY L. KOENIG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-10-2004

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Amy L. Koenig, a notary public in and for said County, in the State aforesaid DO HEREBY CERTIFY that Raheela Gill Anwar, personally known to me to be a vice president of THE NORTHERN TRUST COMPANY, an Illinois banking corporation, and personally know to me to be the same person whose name is subscribed to the foregoing Intellectual Property Security Agreement appeared before me this day in person and acknowledged that she signed and delivered the said agreement as vice president of said corporation, pursuant to authority given by the Board of Directors of said corporation, as her free and voluntary act, as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 28th of November, 2000.

(SEAL)



Notary Public

My Commission expires

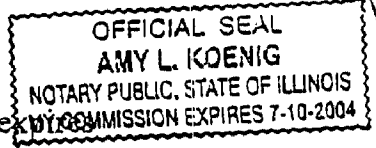


EXHIBIT A-1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

REGISTERED PATENTS

<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>EXPIRATION DATE</u>
1. United States	4,476,174	02/14/03
2. United States	4,865,093	01/25/08
3. United States	4,907,703	03/13/07
4. United States	5,558,219	01/23/15
5. United States	5,715,938	01/29/17
6. United States	401,463 (Design)	11/24/12
7. United States	5,749,464	11/01/16
8. United States	399,677 (Design)	10/20/12
9. United States	5,799,783	10/15/18
10. United States	392,836 (Design)	03/31/12
11. United States	390,265 (Design)	02/03/12
12. United States	390,266 (Design)	02/03/12
13. United States	390,270 (Design)	02/03/12
14. United States	390,606 (Design)	02/10/12
15. United States	390,876 (Design)	02/17/12
16. United States	392,324 (Design)	03/17/12
17. United States	392,325 (Design)	03/17/12
18. United States	392,326 (Design)	03/17/12
19. United States	394,280 (Design)	05/12/12
20. United States	396,246 (Design)	07/21/12
21. United States	396,493 (Design)	07/28/12
22. United States	396,491 (Design)	07/28/12
23. United States	397,360 (Design)	08/25/12
24. United States	399,877 (Design)	10/20/12
25. United States	401,064 (Design)	11/17/12
26. United States	401,464 (Design)	11/24/12
27. United States	401,966 (Design)	12/01/12
28. United States	404,956 (Design)	02/02/13
29. United States	404,957 (Design)	02/02/13
30. United States	404,958 (Design)	02/02/13
31. United States	417,813 (Design)	12/21/13
32. United States	434,937 (Design)	02/02/13
33. United States	412,805 (Design)	08/17/13
34. United States	405,638 (Design)	02/16/13
35. United States	405,310 (Design)	02/09/13
36. United States	404,960 (Design)	02/02/13
37. United States	404,959 (Design)	02/02/13
38. United States	4,733,997	06/18/05

EXHIBIT A-2
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PENDING PATENT APPLICATIONS

BORROWER OWNS NO PENDING U.S. PATENT APPLICATIONS.

EXHIBIT B-1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

REGISTERED TRADEMARKS

	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>ISSUE DATE</u>
1.	TENEX	United States	823,735	02/07/67
2.	TENEX	United States	1,491,076	06/07/88
3.	TENEX	United States	1,534,341	04/11/89
4.	TENEX	United States	2,246,031	05/18/99
5.	DESKTOP TOOLS	United States	2,341,836	04/11/00
6.	MEDIA BRIDGE	United States	2,230,778	03/09/99
7.	MEDIA WORX	United States	2,074,259	06/24/97
8.	RAMPED EDGE	United States	1,412,756	10/07/86
9.	SMART ACCESS	United States	2,256,924	06/29/99
10.	IMATS	United States	Serial No. 76/120400	N/A

EXHIBIT B-2
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK APPLICATIONS

BORROWER OWNS NO PENDING U.S. TRADEMARK APPLICATIONS.