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FINANCE SECTION



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECC 102049351 TRADEMARKS ONLY

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Energy Savings, Inc.

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

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

2. Name and address of receiving party(ies)

Name: American National Bank & Trust Company

Internal

Address:

Street Address: 24 East Chicago Street

City: Elgin State: IL Zip: 60120

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 25, 2002

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

A. Trademark Application No.(s) 74/413,200

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Anamaria E. Cashman

Internal Address: Seyfarth Shaw

Suite 4200

Street Address: 55 East Monroe Street

City: Chicago State: IL Zip: 60610

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41) \$ 175.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Anamaria E. Cashman Name of Person Signing

Signature

April 1, 2002 Date

7

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

04/18/2002 DBYRNE 00000147 191351 74413200

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 OP 02 FC:482 150.00 OP 03 FC:484 15.00 CH 105.00 OP

Continuation BOX 4(A) - Additional Application Numbers

74/677,346

74/685,222

75/017,078

75/012,957

75/714,588

75/851,716

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of February 28, 2002, is by Energy Savings, Inc., a Delaware corporation ("Grantor"), in favor of American National Bank & Trust Company of Chicago, successor in interest to Bank One, N.A. (together with its successors and assigns referred to collectively as the "Secured Party").

### WITNESSETH:

WHEREAS, pursuant to that certain Line of Credit Agreement dated August 31, 2000 as amended by that certain: (i) First Amendment to Line of Credit Agreement Dated August 31, 2000 on September 21, 2000; (ii) Second Amendment to Line of Credit Agreement Dated August 31, 2000 on October 19, 2000; (iii) Third Amendment to Line of Credit Agreement Dated August 31, 2000 on October 31, 2000; (iv) Fourth Amendment to Line of Credit Agreement Dated August 31, 2000 on November 27, 2000; (v) Fifth Amendment to Line of Credit Agreement Dated August 31, 2000 on February 12, 2001; (vi) Sixth Amendment to Line of Credit Agreement Dated August 31, 2000 on March 30, 2001; (vii) Seventh Amendment to Line of Credit Agreement Dated August 31, 2000 on May 31, 2001 (viii) Eighth Amendment to Line of Credit Agreement Dated August 31, 2000 on July 31, 2001; (ix) Ninth Amendment to Line of Credit Agreement Dated August 31, 2000 on August 31, 2001; (x) Tenth Amendment to Line of Credit Agreement Dated August 31, 2000 on September 14, 2001; (xi) Eleventh Amendment to Line of Credit Agreement Dated August 31, 2000 on October 31, 2001; (xii) Twelfth Amendment to Line of Credit Agreement Dated August 31, 2000 on January 31, 2002; and (xiii) Thirteenth Amendment to Line of Credit Agreement Dated August 31, 2000 on February 28, 2002 (the "Thirteenth Amendment"), the Secured Party agreed to make loans to the Grantor from time to time; and

WHEREAS, Secured Party and Grantor previously entered into that certain Security Agreement dated November 1, 2000, as amended by that certain Amendment to Security Agreement dated November 1, 2000 on November 1, 2000 (the "Security Agreement"); and

WHEREAS, as a condition to the effectiveness of the Thirteenth Amendment, the Secured Party requires that the Grantor execute and deliver to the Secured Party this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service

marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, but not limited to, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ENERGY SAVINGS, INC.

By: Levy Katzir  
Name: Levy Katzir  
Title: Chairman / CEO

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN NATIONAL BANK & TRUST  
COMPANY OF CHICAGO

By: Peter Flory  
Name: PETER FLORY  
Title: ASSISTANT VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois )

COUNTY OF Cook )

On this 25<sup>th</sup> day of March, 2002 before me personally appeared Levy Katzir, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Energy Savings, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Linda A. Rafael  
{seal} Notary Public  
**OFFICIAL SEAL**  
LINDA A RAFAEL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 06/21/04

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

SCHEDULE OF U.S. SERVICE MARKS, TRADEMARKS AND TRADE NAMES FOR ENERGY SAVINGS, INC.

MARK	SERIAL NO.	FILING DATE	STATUS/ REGISTRATION #	REGISTRATION DATE	GOODS/SERVICES
1. SUPER MINI	74-413,200	7-14-1993	1,960,685	3-5-1996	
2. SUPER SLIM	74-677,346	5-19-1995	1,964,807	3-26-1996	
3. LAMPGARD	74-685,222	6-6-1995	2,041,290	2-25-1997	
4. SUPER LAMPGARD	75-017,078	12-27-1996			
5. ULTRA SLIM	75-012,957	8-20-1996			

SCHEDULE OF U.S. SERVICE MARKS, TRADEMARKS AND TRADE NAMES FOR ENERGY SAVINGS, INC.

MARK	SERIAL NO.	FILING DATE	STATUS/ REGISTRATION #	REGISTRATION DATE	GOODS/SERVICES
6. SUPERDIM	75-714,588	5-27-1999	2,345,374	4-25-2000	
7. ADDRESSPRO	75-851,716	11-17-1999	2,486,097	9-4-2001	

For trademarks, show the trademark itself, the registration date and the registration number. For trademark applications, show the trademark applied for, the application filing date and the serial number of the application. Any license agreements for trademarks should be described briefly.

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