

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of February 4, 2002 is executed by NEW THERMO-SERV, LTD., a Texas limited partnership (the "Debtor"), whose address is 3901 Pipestone Road, Dallas, Texas 75212, in favor of COMERICA BANK - TEXAS, a Texas banking association (the "Bank"), whose address is 8828 Stemmons Freeway, Suite 441, Dallas, Texas 75247.

RECITALS:

A. Bank has extended to Borrower a demand line of credit loan in the amount of \$2,300,000 (the "Loan").

B. As collateral for the Loan, the Debtor and the Bank have entered into that certain Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Bank a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, at any time owned by Debtor, including without limitation those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the Bank's obligations in connection with the Loan that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of a security interest pursuant to the Security Agreement, to the Bank as security for the payment and performance of the Indebtedness (as defined in the Security Agreement), in and to Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as (i) all of the Indebtedness have been completely paid and performed in full, and (ii) no Letters of Credit are outstanding, the Bank shall release its security interest in Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Debtor represents and warrants that it has the full right and power to grant a security interest in the Trademarks and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Bank and Debtor. This Assignment shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Bank and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE**

APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. By receiving this Assignment, Bank is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from a security interest in the Trademarks.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written

DEBTOR:

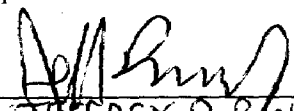
NEW THERMO-SERV, LTD., a Texas limited partnership

By: RWH GenPar, LLC, a Texas limited liability company, sole general partner

By: 
Name: Ben Hinterlong, President

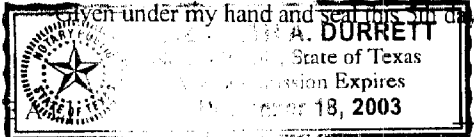
BANK:

COMERICA BANK-TEXAS, a Texas banking association

By: 
Name: JEFFREY D. BANDY
Title: CORPORATE BANKING OFFICER

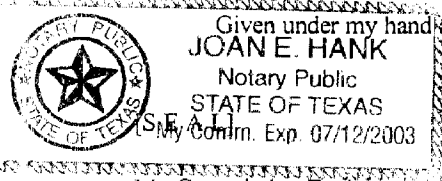
THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me _____ on this day personally appeared Ben Hinterlong
_____ of NEW THERMO-SERV GENERAL, LLC, a Texas limited liability
company and general partner of NEW THERMO-SERV, LTD., a Texas limited partnership, known to
me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that
he executed the same, on behalf of said limited liability company and said limited partnership, for the
purposes and consideration therein expressed.

Given under my hand and seal this 5th day of December, 2000.
[S]  Elizabeth A. Durrett
Notary Public - State of Texas
My Commission Expires: 11/18/03
Elizabeth A. Durrett
Printed Name of Notary Public

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me 2/4/02 on this day personally appeared JEFF Bundy
CBU of COMERICA BANK - TEXAS, a Texas banking association, known to me
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he
executed the same, on behalf of said association, for the purposes and consideration therein expressed.

Given under my hand and seal office this ~~5th day of December, 2000~~ Feb 4th, 2002
 JOANE E. HANK
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/12/2003
My Commission Expires: 7/12/03
Joane E. Hank
Notary Public - State of Texas
JOANE E HANK
Printed Name of Notary Public

3403290.1
1164:3134-904

EXHIBIT A

Trademarks

EXHIBIT A

Patents:

Title	Registration No.
Wine Glass	D 288,512
Resealable Closure for a Container	D 281,758
Enclosed Container	D218,754
Mug	D 269,147
Beverage Server	D 268,726
Beverage Server	D 268,725
Bowl Cover	D 266,818
Tongs	D 266,640
Ice Bucket	D 265,789
Tumbler	D 261,086
Pitcher	D 260,842
Tumbler	D 260,344
Rotatable Food Serving Assembly	D 260,343
Rotatable Food Serving Assembly	D 260,219
Carafe with Stopper	D 300,107
Rotatable Food Serving Assembly	D 260,469
A Shelf Having Selectable Orientations	4,843,977
Food Container	D 316,331
Food Container	D 316,332
Storage & Display Case Having Pivotaly Mounted Cover	4,930,628
Storage & Display Case for Tools	D 316,057
Combined Cup & Holder	5,029,720
Beverage Container Construction	5,312,013
Beverage Container Holder	5,465,891
Container	D 349,240
Beverage Mug	D 362,369
Article Support System Having Multiple Utilities	5,651,523
Beverage Container Holder	5,984,156
Beverage Mug with Lide	D 411,713
Super Insulated Mug	Pending: 29/146,856
Wide Body Mug	Pending: 29/146,857
Rights in plastic 34 oz Super Insulated Mug	Design application not yet filed

Trademarks:

Mark	Application No.\ Date Filed	Registration No.\ Date Filed
Thermo-Serv	72/053198 6/9/58	676,258 4/7/59