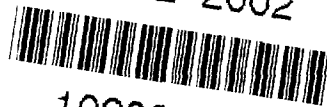


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Form PTO-1594 RE  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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

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

1. Name of conveying party(ies):  
THERMALEX, INC., an Alabama corporation  
**3-20-02**

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

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

2. Name and address of receiving party(ies)  
Name: LASALLE BANK N.A.  
Internal Address: Suite 1000  
Street Address: 1300 East Ninth Street  
City: Cleveland State: OH Zip: 44114

Individual(s) citizenship  
 Association a 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 Collateral Assignment

Execution Date: 01/09/02

4. Application number(s) or registration number(s):  
A. Trademark Application No. (s)  
B. Trademark Registration No. (s) **2,429,860**  
**2,421,384**

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Tara A. Kastelic  
Internal Address: Calfee, Halter & Griswold LLP  
Suite 1400  
Street Address: 800 Superior Avenue  
City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41).....\$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
03-0172

OFFICE OF THE CLERK OF THE U.S. PATENT AND TRADEMARK OFFICE  
FINANCE SECTION  
2002 MAR 20 AM 10:38

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9. Signature.  
Tara A. Kastelic, Reg. No. 35, 980      **Tara A. Kastelic**      **March 12, 2002**  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: **6**

04/01/2002 LABELLER 00000126 2429860

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

01 FC:461 40.00 00  
02 FC:462 35.00 00

TRADEMARK  
REEL: 002473 FRAME: 0309

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST  
IN TRADEMARKS AND LICENSES**

**THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES** (this "Collateral Assignment") is made as of January 11, 2002, by and between THERMALEX, INC., an Alabama corporation, having an office at 2758 Gunter Park West, Montgomery, Alabama 36193 ("Assignor"), and LASALLE BANK N.A., a national banking association, having an office at 1300 East Ninth Street, Suit 1000, Cleveland, Ohio 44114 ("Agent")

**RECITALS**

A. Assignor is the owner of certain trademarks listed in Exhibit A attached to this Collateral Assignment.

B. Assignor has entered into that certain Credit Agreement dated as of January 11, 2002 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Assignor, the lenders listed on the signature pages thereto (the "Lenders"), and LaSalle Bank, N.A., as Agent (the "Agent"), pursuant to which, upon the satisfaction by the Assignor of certain terms and conditions contained therein, the Agent and the Lenders will make certain advances and other financial accommodations available to Assignor.

C. The Assignor has entered into that certain Pledge and Security Agreement, dated as of January 11, 2002 (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Lenders to enter into and extend credit to the Assignor under the Credit Agreement.

D. Pursuant to the Security Agreement, Assignor has agreed to grant Agent, for the benefit of the Secured Parties (as defined in the Security Agreement) a security interest in all of its right, title and interest in and to the trademarks described in Exhibit A, and the goodwill symbolized by such trademarks (the "Goodwill") a security interest in all of its right, title and interest in and to the trademarks described in Exhibit A, and the goodwill symbolized by such trademarks (the "Goodwill") as collateral security for the Secured Obligations (as defined in the Security Agreement).

E. Assignor is the owner of the entire right, title and interest in the trademarks and Goodwill which are the subject hereof.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Assignor hereby:

1. Grants to Agent, for the benefit of the Secured Parties, as security for the Secured Obligations, a security interest in and to the trademarks listed in Exhibit A and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Assignor after

{0942708.DOC;1}

the date hereof;

2. Grants to Agent, for the benefit of the Secured Parties, as security for the Secured Obligations, a security interest in and to any license agreements in which Assignor is or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip product, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Assignor as specified as the date hereof on Exhibit B); and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Assignor after the date hereof.

**IN WITNESS WHEREOF**, Assignor has caused its corporate seal to be affixed hereunto and duly attested, and has caused this Collateral Assignment to be signed by its authorized officer the day and year first above written.

THERMALEX, INC.  
("ASSIGNOR")



By: Charles F. Carver III  
Its: President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Montgomery )<sup>SS:</sup>

On this 9<sup>th</sup> day of Jan, 2002, before me personally came Charles F Caver III, to me known, who, being duly sworn, did depose and state that [s]he is the President of Thermalex, Inc., the corporation described in and which executed the above instrument; and that [s]he signed [her]his name thereto by order of the Board of Directors of said corporation.

Pamela Lange Sequest  
Notary Public

[SEAL]

My commission expires: 12-18-02

EXHIBIT A

TRADEMARKS/SERVICE MARKS

<u>Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
Micro-Flow	2429860	2/20/01	Borrower
Brazeliner	2421384	1/16/01	Borrower
Thermaxcellence		9/3/97	Borrower

EXHIBIT B

ASSIGNABLE LICENSES

NON-ASSIGNABLE LICENSES

License Agreement between Borrower and Thermal Components, Inc.

License Agreement between Borrower and Mitsubishi Aluminum Co., LTD

Various license agreements for software, including, without limitation accounting, word processing and engineering software.