

7-16-02

07-16-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2007) Tab settings

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ET 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): RESCO PRODUCTS, INC. 7-16-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other OF PENNSYLVANIA
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: TRANSAMERICA BUSINESS CAPITAL
Internal Address: CORPORATION, As Agent
Street Address: 555 Theodore Fremd Avenue
City: Rye State: NY Zip: 10580
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State of Delaware
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: 4/10/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Exhibit A Annexed Hereto
B. Trademark Registration No.(s) See Exhibit A Annexed Hereto
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Preston R. Cappello
Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.
Street Address: 230 Park Avenue
City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 53
7. Total fee (37 CFR 3.41) \$ 1,340.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Preston R. Cappello
Name of Person Signing Signature Date July 15, 2002

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

07/16/2002 6TON11 00000072 76271604

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 OP
02 FC:462 1300.00 OP

TRADEMARK REEL: 002539 FRAME: 0853

Exhibit A

**United States
TRADEMARK APPLICATIONS**

Mark	Application No.	Appl. Date
EAFRAM	76/271,604	06/14/2001
RESCOMAG	76/025,967	04/14/2000
LADLEMAX	76/028,645	04/18/2000
BASICBOND	75/892,418	01/07/2000
EAFPATCH	76/271,603	06/14/2001
RESCOAT	78/096,366	12/03/2001
EAFHEARTH	76/271,601	06/14/2001
EAFGUN	76/271,602	06/14/2001
RESCAL	76/125,036	09/08/2000
RESCO & DESIGN	75/828,724	10/20/1999
R-MAX	76/020,762	04/07/2000

United States
TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Renewal Date
NUCON 50	908,905	03/02/1991	03/02/2001
GREFCHEM	1,167,317	09/01/1991	09/01/2001
RESCO	1,697,645	06/30/1992	06/30/2002
AA-22	1,708,213	08/18/1992	08/18/2002
GOLDART	1,736,599	12/01/1992	12/01/2002
PYROTROL	1,739,312	12/15/1992	12/15/2002
REDART	1,748,509	01/26/1993	01/26/2003
RESCO & DESIGN (STYLIZED LETTER "R")	1,751,305	02/09/1993	02/09/2003
HARKLASE	747,111	03/26/1993	03/26/2003
PYROFRAC	1,760,853	03/30/1993	03/30/2003
ALKATROL	1,768,333	05/04/1993	05/04/2003
ANDAFRAC	1,778,582	06/29/1993	06/29/2003
EXKASE	754,879	08/20/1993	08/20/2003
ZIRMAG	1,795,010	09/28/1993	09/28/2003
CONDOR	1,821,368	02/15/1994	02/15/2004
ADAMANT	190,868	10/28/1994	10/28/2004
SUREFLOW	1,877,160	01/31/1995	01/31/2005
NULINE R-20	1,347,889	07/09/1995	07/09/2005
NOVUS-C	1,361,932	09/24/1995	09/24/2005
NOVUS	1,361,933	09/24/1995	09/24/2005
NUCON 80	1,024,693	11/11/1995	11/11/2005
ADAMULL	417,690	11/13/1995	11/13/2005
NUCON	799,388	11/30/1995	11/30/2005
GUIDON	809,125	05/31/1996	05/31/2006
OXILINE B	840,737	12/19/1997	12/19/2007
NUCON 60	840,738	12/19/1998	12/19/2007
GR	843,520	02/06/1998	02/06/2008
EAGLE	1,488,477	05/17/1998	05/17/2008
PACO	662,981	06/17/1998	06/17/2008
DIBOND	853,975	08/06/1998	08/06/2008
TOPEX S	856,330	09/10/1998	09/10/2008
PERATEX	865,187	02/25/1999	02/25/2009

TABKASE (STYLIZED)	678,725	05/19/1999	05/19/2009
PACOCAST	1,121,019	06/26/1999	06/26/2009
RESCOBOND	2,325,869	03/07/2000	03/07/2010
PACO PLASTIC BLOCKS	889,942	04/28/2000	04/28/2010
RESCO	702,092	08/02/2000	08/02/2010
ADASET	279,810	01/27/1991	01/27/2011
GR-FG	1,640,495	04/09/1991	04/09/2011
FERROX	714,048	04/18/1991	04/18/2011
PYROPHYL	1,717,303	09/22/1992	09/22/2012
RESCOCAST	1,719,480	09/22/1992	09/22/2012

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, made and entered into as of April 10, 2002 (this "Agreement"), by Resco Products, Inc. ("Obligor"), in favor of Transamerica Business Capital Corporation, as agent (in such capacity, the "Agent") for the Lenders referred to below.

WITNESSETH:

WHEREAS, Obligor, certain affiliates of Obligor, the financial institutions from time to time parties thereto (the "Lenders"), Wilmington Trust Company, as mortgage collateral agent for the Lenders (the "Mortgage Collateral Agent") and the Agent are entering into a certain Loan and Security Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms which are used herein and not otherwise defined shall have the meanings given to them in the Loan Agreement); and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that Obligor shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the premises hereof and to induce the Agent, the Mortgage Collateral Agent and the Lenders to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

SECTION 1. Security for Obligations.

(a) Security Interest in Patents. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Obligor hereby grants and conveys to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of the now owned and hereafter acquired United States and foreign patents and all patent and design patent applications, and all issues, reissues, re-examinations, continuations, continuations-in-part or divisions thereof, and all proceeds thereof (hereinafter collectively referred to as the "Patents"). All unexpired patents and all currently pending patent applications in which Obligor has an interest are listed on Schedule A. Obligor hereby further grants, assigns and conveys to the

Lenders, a valid security interest, having priority over all other security interests in all of the right, title and interest of Obligor in and to all proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of all Patents and in and to all rights during the term of this Agreement to sue, collect and retain damages and payments for past or future infringements of the Patents.

(b) Security Interest in Trademarks. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Obligor hereby grants and conveys to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application therefor), and all registrations and applications to register the same, and all renewals thereof, and the goodwill of the business relating thereto, and all proceeds thereof (hereinafter collectively referred to as the "Trademarks"). All trademark registrations and all currently pending trademark applications in which Obligor has an interest and all foreign trademark registrations and all currently pending trademark applications in which Obligor has an interest, are listed on Schedule B. Obligor hereby further grants to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in and to (i) all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Trademarks, (ii) all rights during the term of this Agreement to sue, collect and retain for the Agent's and the Lenders' benefit damages and payments for past or future infringements of the Trademarks and (iii) all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Obligor is a licensee or licensor under any such license agreement.

(c) Security Interest in Copyrights. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Obligor hereby grants to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired copyrights, and all registrations and applications to register the same, all renewals thereof, any written agreement, naming Obligor as licensor or licensee, granting any right under any copyright any work which is or may be subject to copyright protection pursuant to Title 17 of the U.S. Code, and all physical things embodying such works (including, without limitation, copies thereof) created or otherwise used in the business of Obligor, and all proceeds thereof (hereinafter collectively referred to as the "Copyrights"). All copyright registrations and all currently pending copyright applications in which Obligor has an interest are listed on Schedule C. Obligor hereby further grants to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in and to all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Copyrights and in and to all rights during the term of this Agreement to sue, collect and retain for the Agent's and the Lenders' benefit damages and payments for past or future infringements of the Copyrights.

(d) Security Interest in Proprietary Information. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Obligor hereby grants to the Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired inventions, discoveries, trade secrets, improvements, processes, methods, formulae, applications, ideas, know-how, customer lists, corporate and other business records, license rights, advertising materials, operating manuals, sales literature, drawings, specifications, descriptions, name plates, catalogues, dealer contracts, supplier contracts, distributor agreements, confidential information, consulting agreements, engineering contracts, proprietary information, and goodwill (and all other assets which uniquely reflect such goodwill), and to all income, royalties, damages and payments now and hereafter due and/or payable therefor or in respect thereof and all proceeds thereof (collectively, the "Proprietary Information" and, together with the Patents, the Trademarks, the Copyrights and all other assets described above, the "Intellectual Property Collateral").

(e) Certain Exclusions from Grant of Security Interests. Anything in this Agreement to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of security interests shall not extend to, and the term "Copyrights" shall not include, any item of Copyrights described in Section 2(c) above that is now or hereafter held by Obligor as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of security interests, Obligor's rights in or with respect to such item of Copyrights would be forfeited or would become void, voidable, terminable, or revocable, or if Obligor would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Copyrights pursuant to the restrictions in the underlying license or other agreement that governs such item of Copyrights; (ii) any such restriction shall be effective and enforceable under applicable law, including the Uniform Commercial Code (the "UCC"); and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied or prevented by Obligor using its reasonable efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant, assignment, transfer, and conveyance of security interests shall extend to, and the term "Copyrights" shall include, (y) any and all proceeds of such item of Copyrights and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Copyrights being obtained, thereafter such item of Copyrights as well as any proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of security interests and the term "Copyrights."

SECTION 2. Representations, Warranties and Covenants of Obligor.

(a) Obligor is and will continue to be the owner of all of the Intellectual Property Collateral, free from any adverse claim, security interest, lien or encumbrance in favor of any Person except for the security interest granted under the Loan

Documents, except as set forth on Schedule D attached hereto and made a part hereof, except for Liens, licenses and other dispositions permitted by the Loan Agreement and except as otherwise expressly permitted pursuant to this Section 2.

(b) None of the Intellectual Property Collateral is or shall become subject to any lien, security interest or other encumbrance in favor of any Person other than the Agent, except as set forth on Schedule D attached hereto and made a part hereof and except for any Liens, licenses and other dispositions permitted by the Loan Agreement, and Obligor agrees not to license, transfer, convey or encumber any interest in or to its Intellectual Property Collateral except as permitted by the Loan Agreement. Notwithstanding the foregoing, Obligor shall be permitted to license (on a non-exclusive basis) any of its Trademarks and Patents in the ordinary course of business to (i) third parties for the sole purpose of manufacturing, marketing, advertising, distributing or selling goods or (ii) third parties that do not manufacture, market, advertise, distribute, or sell goods in the United States or to others for sale in the United States. Any license of the Intellectual Property Collateral granted after the Closing Date by Obligor (each, a "License") shall be in writing and shall not prohibit Obligor from assigning, transferring, selling, sublicensing or otherwise disposing of all or any of its right, title and interest thereunder to the Agent or its designees in accordance with Section 4 hereof.

(c) Except for Liens, licenses and other dispositions permitted by the Loan Agreement and except as disclosed in Schedule D hereto, Obligor has not made any previous assignment, transfer or agreement in conflict herewith or constituting a present or future assignment, transfer, or encumbrance of any of its Intellectual Property Collateral.

(d) Except as disclosed in Schedule D hereto, there is no financing statement or other document or instrument now signed or on file in any public office granting a security interest in or otherwise encumbering any part of the Intellectual Property Collateral, except those showing the Agent as secured party, except for Liens, licenses and other dispositions permitted by the Loan Agreement. So long as any Obligations or Letters of Credit remain outstanding or any Commitments remain in effect, Obligor will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in favor of the Agent and except for the grant of any license.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to the Agent and the Lenders in this Agreement or any schedule hereto concerning the Intellectual Property Collateral and proceeds thereof is and will be accurate and correct in all material respects.

(f) Except as disclosed in Schedule D hereto, all Intellectual Property Collateral consisting of applications for Patents and for registrations of Trademarks and Copyrights has been duly and properly filed and all Intellectual Property Collateral consisting of issued or granted Patents and of registrations of Trademarks and Copyrights (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) has been duly

and properly maintained except where the abandonment or dedication to the public of any of such Patents, Trademarks, or Copyrights of Obligor is deemed to be in the best interests of Obligor in the exercise of its reasonable business judgment.

(g) Promptly upon the receipt by Obligor of an official filing receipt indicating that a patent application or an application for registration of a trademark has been received from Obligor by the U.S. Patent and Trademark Office (the "PTO") or an application for registration of a copyright has been received from Obligor by the U.S. Copyright Office and upon the issuance of any patent or of any trademark or copyright registration, Obligor shall provide Agent with prompt written notice thereof and shall take all actions and execute and deliver to the Agent all documents necessary or appropriate to perfect a first priority security interest in such patent, trademark or copyright application or such patent or trademark or copyright registration, and Obligor shall quarterly, or more frequently as the Agent shall reasonably request, cause instruments sufficient to perfect, protect or establish the first priority lien or security interest granted hereunder to be recorded in the PTO with respect to all United States patent applications filed by it or patents issued to it during the prior calendar quarter or preceding period, as the case may be, and with respect to all trademark applications filed by it or trademark registrations issued to it during the prior calendar quarter, Obligor shall quarterly, or more frequently as the Agent shall request, cause instruments sufficient to perfect, protect or establish the first priority lien or security interest granted hereunder to be recorded in the U.S. Copyright Office with respect to United States copyright applications filed by it or copyright registrations issued to it during the prior calendar quarter or preceding period, as the case may be.

(h) Except for dispositions of the Intellectual Property Collateral permitted by the Loan Agreement, Obligor shall not take any action, or permit any action to be taken by others subject to Obligor's control, including any such licensees, or fail to take any action, or permit others subject to Obligor's control, including any such licensees, to fail to take any action, subject to the provisions of Section 2(g), which would, in the case of any such actions or failures to act taken singly or together, adversely affect the validity, grant and enforceability of the security interest granted to the Agent herein; provided, however, that, so long as no Event of Default shall have occurred and be continuing, Obligor may license (on a non-exclusive basis) all or part of the Intellectual Property Collateral in any lawful manner that is in the ordinary course of business, is deemed to be in the best interest of Obligor in the exercise of its reasonable business judgment, and is otherwise not explicitly prohibited by this Agreement. Notwithstanding the foregoing, Obligor shall be permitted to abandon or dedicate to the public any of the Trademarks, Patents, Copyrights or other Intellectual Property Collateral in accordance with the terms of Section 2(l).

(i) Obligor shall promptly notify the Agent, in writing, of any suit, action, proceeding, claim or counterclaim brought against Obligor that would reasonably be expected to adversely affect the Intellectual Property Collateral, and shall, on request, deliver to the Agent a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep the Agent duly advised in writing of the progress of any such suit.

(j) In the event of any material infringement of the Intellectual Property Collateral by others or in the event of any other conduct materially detrimental to the Intellectual Property Collateral by others known or brought to the attention of Obligor, Obligor shall as promptly as practicable notify the Agent in writing at the address set forth in the Loan Agreement of such infringement or other conduct and the full nature and extent of such infringement or other conduct known to Obligor.

(k) If requested by the Agent, Obligor shall provide the Agent a complete report with respect to its Intellectual Property Collateral and all licenses granted thereof granted by Obligor. Upon request by the Agent, Obligor shall deliver to counsel for the Agent copies of any such Intellectual Property Collateral and other documents concerned with or related to the prosecution, protection, maintenance, enforcement and issuance of the Intellectual Property Collateral.

(l) Except where the abandonment or dedication to the public of any of the Intellectual Property Collateral is deemed to be in the best interest of Obligor in the exercise of its reasonable business judgment, Obligor shall notify the Agent in writing at the address set forth in the Loan Agreement at least 30 days prior to any proposed voluntary abandonment of any of its Intellectual Property Collateral and obtain the prior written consent of the Agent, on behalf of the Required Lenders or all of the Lenders, as the case may be.

(m) During the term of this Agreement, Obligor agrees:

(i) whenever any of the registered Trademarks are used by or on behalf of Obligor to, if reasonably practicable and to the extent consistent with past practice, affix or cause to be affixed a notice that the mark is a registered trademark or service mark, which notice shall be in a form accepted or required by the trademark marking laws of each country in which the mark is so used and registered; and

(ii) whenever any of the underlying works covered by registered Copyrights are used by or on behalf of Obligor to (only to the extent required under the laws of the relevant countries, jurisdictions, territories, or international accords) affix or cause to be affixed a notice that said underlying works are so covered, which notice shall be in a form accepted or required by the copyright laws of such country in which said underlying works are so used and registered.

(n) Obligor agrees, upon the reasonable request by the Agent, during the term of this Agreement:

(i) to execute, acknowledge and deliver all additional instruments and documents necessary or appropriate to effect the purposes and intents of this Agreement, in a form reasonably acceptable to counsel for the Agent;

(ii) to do all such other acts as may be necessary or appropriate in order to carry out the purposes and intents of this Agreement, and to create, evidence, perfect (except to the extent not perfectible by using commercially reasonable efforts pursuant to the laws of the relevant country, jurisdiction or territory) and continue the security interests of the Agent, for the ratable benefit of the Lenders, in its Intellectual Property Collateral; and

(iii) Without limiting the generality of the foregoing, Obligor:

(A) authorizes the Agent, in the Agent's sole discretion after five (5) days prior notice to Obligor, to modify this Agreement without first obtaining Obligor's approval of or signature to such modification by amending Schedule A, B or C hereof to include a reference to any right, title or interest in any existing Copyright, Patent or Trademark acquired or developed by Obligor after the execution hereof, or to delete any reference to any right, title or interest in any Copyright, Patent or Trademark in which Obligor no longer has or claims any right, title or interest; and

(B) hereby authorizes the Agent, in the Agent's sole discretion, to file one or more financing or continuation statements or other notices of security interest, and after five (5) days prior notice to Obligor, amendments thereto, relative to all or any portion of the Intellectual Property Collateral without the signature of Obligor where permitted by law.

(o) Obligor represents and warrants to the Agent that:

(i) the security interests granted to the Agent hereunder in United States patents and patent applications (the "U.S. Patents") and in the United States trademark registrations and applications (the "U.S. Trademarks"), upon the filing of appropriate filings with the PTO and appropriate UCC financing statements, shall constitute a first priority, perfected security interest in the U.S. Patents and U.S. Trademarks; provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in U.S. Patents and U.S. Trademarks acquired by Obligor after the date hereof;

(ii) the security interests granted to the Agent hereunder in the registered Copyrights and Copyright applications (the "U.S. Copyrights"), upon the filing of appropriate filings with the United States Copyright Office and appropriate UCC financing statements, shall constitute a first priority, perfected security interest in the U.S. Copyrights; provided, however, that recordation, filing or registration of

such security interest may be required to perfect such security interest in U.S. Copyrights acquired by Obligor after the date hereof; and

(iii) the security interests granted to the Agent hereunder in the Proprietary Information located in the United States, upon the filing of any appropriate filings with the PTO or United States Copyright Office and appropriate UCC financing statements, shall constitute a first priority, perfected security interest in such Proprietary Information, to the extent that a first security interest can be created through such filings; provided, however, that recordation, filing or registration of such security interests may be required to perfect such security interest in the Proprietary Information acquired by Obligor after the date hereof.

(p) Obligor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Annex I annexed hereto for the implementation of the assignment, sale or other disposition of the Intellectual Property Collateral pursuant to Agent's exercise of the rights and remedies granted to Secured Party hereunder.

SECTION 3. Indemnity. Obligor agrees to indemnify the Agent and each Lender from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement and any actions taken pursuant to Section 4 or any failure to act thereunder), except for claims, losses or liabilities resulting from the gross negligence or willful misconduct of the Agent or any Lender.

SECTION 4. Rights and Remedies Upon an Event of Default.

(a) If any Event of Default shall have occurred and be continuing, then and in every such case, subject to any mandatory requirements of applicable law then in effect, the Agent, in addition to other rights and remedies provided for herein and any rights now or hereafter existing under applicable law, shall have all rights and remedies as a secured creditor under the Code in all relevant jurisdictions and may:

(i) personally, or by agents or attorneys, immediately take possession of the Intellectual Property Collateral or any part thereof, from Obligor or any other Person who then has possession of any part thereof, with or without notice or process of law, and for that purpose may enter upon Obligor's premises where any of the Intellectual Property Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of Obligor;

(ii) sell, assign or otherwise liquidate, or direct Obligor to sell, assign or otherwise liquidate, any or all of the Intellectual Property Collateral or any part thereof, and take possession of the proceeds of any such sale or liquidation;

(b) Any collateral repossessed by the Agent under or pursuant to Section 4(a) and any other Intellectual Property Collateral whether or not so repossessed by the Agent, may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Agent may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' written notice to Obligor. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to Obligor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the option of the Agent, be subject to reserve), after publication of notice of such auction not less than 10 days prior thereto in two newspapers in general circulation in the jurisdiction in which such auction is to be held. To the extent permitted by any such requirement of law, the Agent may bid for and become the purchaser of the Intellectual Property Collateral or any item thereof, offered for sale in accordance with this Section without accountability to Obligor (except to the extent of surplus money received). If, under mandatory requirements of applicable law, the Agent shall be required to make disposition of the Intellectual Property Collateral within a period of time which does not permit the giving of notice to Obligor as hereinabove specified, the Agent need give Obligor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law. The Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Agent 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.

(c) Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right at any time to make any payments and do any other acts the Agent may deem necessary to protect its security interests in the Intellectual Property Collateral, including, without limitation, the rights to pay, purchase, contest or compromise any encumbrance, charge or Lien which, in the reasonable judgment of the Agent, appears to be prior to or superior to the security interests granted hereunder, and appear in and defend any action or proceeding purporting to affect its security interests in, and/or the value of, the Intellectual Property Collateral. Obligor agrees to reimburse the Agent for all reasonable payments made and expenses incurred under this Agreement including reasonable fees, expenses and disbursements of attorneys and paralegals acting for the Agent, in connection with this Agreement, including any of the foregoing payments under, or acts taken to protect its security interests in, the Intellectual Property Collateral, which amounts shall be secured under this Agreement, and agrees it shall be bound by any payment made or act taken by the Agent hereunder absent the Agent's gross negligence or willful misconduct. The Agent shall have no obligation to make any of the foregoing payments or perform any of the foregoing acts.

(d) Obligor hereby irrevocably authorizes and appoints the Agent, or any Person or agent the Agent may designate, as Obligor's attorney-in-fact, with full authority in

the place and stead of Obligor and in the name of Obligor or otherwise, at Obligor's cost and expense, in the Agent's discretion, to, upon the occurrence and during the continuance of an Event of Default, take any action and to execute any instrument that the Agent may deem necessary or advisable to exercise all of the following powers, which powers, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been paid and satisfied in full:

(i) ask for, demand, collect, bring suit, recover, compromise, administer, accelerate or extend the time of payment, issue credits, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(ii) receive, take, endorse, negotiate, sign, assign and deliver and collect any checks, notes, drafts or other instruments, documents and chattel paper, in connection with clause (i) above;

(iii) give customers indebted on the Intellectual Property Collateral of Obligor notice of the Agent's interest therein, and/or to instruct such customers to make payment directly to the Agent for Obligor's account and/or to request, at any time from customers indebted on the Intellectual Property Collateral, verification of information concerning the Intellectual Property Collateral and the amounts owing thereon;

(iv) convey any item of Intellectual Property Collateral to any purchaser thereof;

(v) record any instruments under Section 2(g) hereof;

(vi) make any payments or take any acts under Section 4(c) hereof;
and

(vii) file any claims or take any action or institute any proceedings that the Agent may reasonably deem necessary or desirable for the collection of any of the Intellectual Property Collateral or otherwise to enforce the rights of the Agent with respect to any of the Intellectual Property Collateral.

The Agent's authority under this Section 4(d) shall include, without limitation, the authority to execute and give receipt for any certificate of ownership or any document, transfer title to any item of Intellectual Property Collateral of Obligor, sign Obligor's name on all financing statements or any other documents deemed necessary or appropriate to preserve, protect or perfect the security interest in the Intellectual Property Collateral and to file the same, prepare, file and sign Obligor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with any Intellectual Property Collateral of Obligor and prepare, file and sign Obligor's name on a proof of claim in bankruptcy or similar document against any customer of Obligor with respect to any

Intellectual Property Collateral, and to take any other actions arising from or incident to the rights, powers and remedies granted to the Agent in this Agreement. This power of attorney is coupled with an interest and is irrevocable by Obligor.

(e) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property Collateral shall be applied by the Agent against the Obligations in such order as the Agent may determine.

(f) The Agent shall have the right of setoff as provided in the Loan Agreement.

(g) Upon the occurrence and during the continuance of an Event of Default, all income, royalties, payments and damages under or in respect of the Intellectual Property Collateral of Obligor, if any, received thereafter shall be held by Obligor in trust for the benefit of the Agent and the Lenders, separate from Obligor's own property or funds and immediately turned over to the Agent with proper assignments or endorsements. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right to notify payors of income, royalties, payments and damages under or in respect of the Intellectual Property Collateral to make payment directly to the Agent.

(h) Each and every right, power and remedy hereby specifically given to the Agent shall be in addition to every other right, power and remedy specifically given under this Agreement or under the other Loan 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 Agent. 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 Agent in the exercise of any such right, power or remedy and no renewal or extension of any of the 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 any acquiescence therein.

SECTION 5. Miscellaneous Provisions.

(a) Notices. All notices, approvals, consents or other communications required or desired to be given hereunder shall be in writing and sent by certified or registered mail, return receipt requested, or by overnight delivery service, with all charges prepaid, or by telecopier, if to the Agent, or any of the Lenders, then to Transamerica Business Capital Corporation, 555 Theodore Fremd Avenue, Suite C-301, Rye, New York 10580, Telecopy: (914) 921-0110, Attn.: Portfolio Manager, with a copy to Transamerica Business Capital Corporation, 555 Theodore Fremd Avenue, Suite C-301, Rye, New York 10580, Telecopy: (914) 921-0110, Attn.: Gary Luks, Esq., and if to Obligor, then to Resco Products, Inc., 2 Penn Center Boulevard, Suite 430, Pittsburgh, Pennsylvania 15276, Telecopy (412) 294-1083, Attn: Mr. William K. Brown, with a

copy to Duane Morris LLP, One Liberty Place, Philadelphia, Pennsylvania 19103, Telecopy: (215) 979-1020, Attn: Thomas G. Spencer, Esq., or, as to any party, at such other address as shall be designated by such person in a written notice to each other party. All such notices and correspondence shall be deemed given (i) if sent by certified or registered mail, three (3) Business Days after being postmarked, (ii) if sent by overnight delivery service, when received at the above stated addresses or when delivery is refused and (iii) if sent by facsimile transmission, when receipt of such transmission is acknowledged.

(b) Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect, in that jurisdiction only, 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 of this Agreement in any jurisdiction.

(d) Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Agreement and any consent to any departure by Obligor from any provision of this Agreement shall not be effective unless the same shall be in writing and signed by Obligor, the Agent (with the consent of the Lenders or the Required Lenders, as required by the Loan Agreement) and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(e) Interpretation. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Loan Agreement shall have the meaning set forth in the UCC, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Loan Agreement and is not dealt with herein with more specificity, the Loan Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(f) Continuing Security Interest. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (i) remain in full force and effect until the payment in full in cash of the Obligations and the termination of the Commitments and all outstanding Letters of Credit, (ii) be binding upon Obligor and its successors and assigns and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may, in accordance with the terms of the Loan Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Loan Documents (including, without limitation, all or any portion of any

Commitment, any Loans or any Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in the Loan Agreement.

(g) Reinstatement. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated if at any time any amount received by the Agent or any of the Lenders in respect of the Obligations is rescinded or must otherwise be restored or returned by the Agent or any of the Lenders upon the occurrence or during the pendency of any bankruptcy, reorganization or other similar proceeding applicable to Obligor, or upon or during the occurrence of any dissolution, liquidation or winding up of Obligor, all as though such payments had not been made.

(h) Survival of Provisions. All representations, warranties and covenants of Obligor contained herein shall survive the Closing Date, and shall terminate only upon the full and final payment and performance of the Obligations secured hereby and termination of the Loan Agreement and the other Loan Documents.

(i) Agent May Perform. If Obligor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Agent incurred in connection therewith shall be jointly and severally payable by Obligor and shall constitute Obligations secured by this Agreement.

(j) No Duty on Agent. The powers conferred on the Agent hereunder are solely to protect the interest of the Lenders in the Intellectual Property Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Intellectual Property Collateral, as to ascertaining or taking action with respect to matters relative to any Intellectual Property Collateral, whether or not the Agent or any Lender has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession if such Intellectual Property Collateral is accorded treatment substantially equal to that which the Agent accords its own similar property. To the extent the Intellectual Property Collateral is held by a custodian, the Agent shall be deemed to have exercised reasonable care if it has selected the custodian with reasonable care.

(k) Delays; Partial Exercise of Remedies. No delay or omission of the Agent to exercise any right or remedy hereunder, whether before or after the happening of any Event of Default, shall impair any such right or shall operate as a waiver thereof or as a waiver of any such Event of Default. No single or partial exercise by the Agent of any right or remedy shall preclude any other or further exercise thereof, or preclude any other right or remedy.

(l) Release; Termination of Agreement.

(i) The Agent shall release any Lien in favor of the Agent upon the sale, transfer or disposition of any Intellectual Property Collateral permitted to be sold, transferred or disposed of pursuant to Section 7.2(e) of the Loan Agreement in accordance with the terms of such Section.

(ii) Subject to the provisions of Section 5(g) hereof, upon the payment in full in cash of the Obligations and the termination of the Commitments and all outstanding Letters of Credit, this Agreement and the Liens created hereby shall terminate and all rights in the Intellectual Property Collateral shall revert to Obligor. At such time, the Agent shall, upon the request and at the expense of Obligor, (A) execute and deliver to Obligor such documents and shall take such other actions as Obligor shall reasonably request to evidence such termination and (B) reassign and redeliver to Obligor all of the Intellectual Property Collateral hereunder which has not been sold, disposed of, retained or applied by the Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Agent, except as to the absence of any prior assignments or encumbrances by the Agent of its interest in the Intellectual Property Collateral.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement. This Agreement may be delivered by telecopier with the same force and effect if it were a manually executed and delivered counterpart.

(n) GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

(o) SERVICE OF PROCESS. OBLIGOR AGREES THAT SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) POSTAGE PREPAID, TO OBLIGOR AT ITS ADDRESS SET FORTH IN SECTION 5(A). NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENT OR ANY LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST OBLIGOR OR ITS PROPERTY IN THE COURTS OF OTHER JURISDICTIONS.

(p) SUBMISSION TO JURISDICTION. OBLIGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS AND APPELLATE COURTS FROM ANY THEREOF;

(ii) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(iii) WAIVES THE RIGHT TO ASSERT ANY PERMISSIVE SETOFF, COUNTERCLAIM OR CROSS-CLAIM IN RESPECT OF, AND ALL STATUTES OF LIMITATIONS WHICH MAY BE RELEVANT TO, SUCH ACTION OR PROCEEDING.

(q) WAIVER OF JURY TRIAL. OBLIGOR AND THE AGENT HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, OR ANY OTHER AGREEMENTS OR TRANSACTIONS RELATED HERETO OR THERETO.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

RESKO PRODUCTS, INC.

By: William K Brown
Name:
Title: President

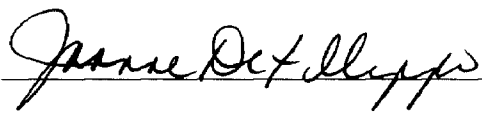
Accepted and Agreed as of the date first above written:

TRANSAMERICA BUSINESS CAPITAL CORPORATION, as Agent

By: [Signature]
Name:
Title: Sr. Vice-President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10th day of April, 2002, before me personally came William K. Brown, to me known, who being duly sworn, did depose and say, that he is the President of RESCO PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

JOANNE DeFILLIPPO
Notary Public, State Of New York
No. 01DE4988297
Qualified In Nassau County
Certificate Filed In New York County
Commission Expires Nov. 4, 2005

SCHEDULE A

PATENTS AND PATENT APPLICATIONS
UNITED STATES

<u>Patent Title</u>	<u>United States Patent Number</u>	<u>Grant Date</u>	<u>Expiration Date</u>
Carbon Bonded Refractories	4,521,357	June 4, 1985	May 2, 2003
End Block	4,560,350	December 24, 1985	March 29, 2004
Refractory Structure and Method	4,649,687	March 17, 1987	March 17, 2004
Medium weight abrasion-resistant castable	4,687,752	August 18, 1987	August 18, 2004
Magnesite-Carbon Refractories	4,912,068	March 27, 1990	November 21, 2008
Magnesite-Carbon Refractories	4,957,887	September 18, 1990	November 21, 2008
Kiln	5,168,036	December 1, 1992	August 28, 2011
Refractory Brick Design for Open End of Refractory Lined Vessel	5,427,360	June 27, 1995	September 24, 2013
Ladle Brick Leveling Set	5,824,263	October 20, 1998	January 22, 2016

SCHEDULE A

PATENTS AND PATENT APPLICATIONS
CANADA

<u>Patent Title</u>	<u>Canadian Patent Number</u>	<u>Grant Date</u>	<u>Expiration Date</u>
Medium weight abrasion-resistant castable	1,245,676	November 29, 1988	April 2, 2006

EXHIBIT B**United States
TRADEMARK APPLICATIONS**

Mark	Application No.	Appl. Date
EAFRAM	76/271,604	06/14/2001
RESCOMAG	76/025,967	04/14/2000
LADLEMAX	76/028,645	04/18/2000
BASICBOND	75/892,418	01/07/2000
EAFPATCH	76/271,603	06/14/2001
RESCOAT	78/096,366	12/03/2001
EAFHEARTH	76/271,601	06/14/2001
EAFGUN	76/271,602	06/14/2001
RESCAL	76/125,036	09/08/2000
RESCO & DESIGN	75/828,724	10/20/1999
R-MAX	76/020,762	04/07/2000

EXHIBIT B**United States
TRADEMARK REGISTRATIONS**

Mark	Registration No.	Registration Date	Renewal Date
NUCON 50	908,905	03/02/1991	03/02/2001
GREFCHEM	1,167,317	09/01/1991	09/01/2001
RESCO	1,697,645	06/30/1992	06/30/2002
AA-22	1,708,213	08/18/1992	08/18/2002
GOLDART	1,736,599	12/01/1992	12/01/2002
PYROTROL	1,739,312	12/15/1992	12/15/2002
REDART	1,748,509	01/26/1993	01/26/2003
RESCO & DESIGN (STYLIZED LETTER "R")	1,751,305	02/09/1993	02/09/2003
HARKLASE	747,111	03/26/1993	03/26/2003
PYROFRAC	1,760,853	03/30/1993	03/30/2003
ALKATROL	1,768,333	05/04/1993	05/04/2003
ANDAFRAC	1,778,582	06/29/1993	06/29/2003
EXKASE	754,879	08/20/1993	08/20/2003
ZIRMAG	1,795,010	09/28/1993	09/28/2003
CONDOR	1,821,368	02/15/1994	02/15/2004
ADAMANT	190,868	10/28/1994	10/28/2004
SUREFLOW	1,877,160	01/31/1995	01/31/2005
NULINE R-20	1,347,889	07/09/1995	07/09/2005
NOVUS-C	1,361,932	09/24/1995	09/24/2005
NOVUS	1,361,933	09/24/1995	09/24/2005
NUCON 80	1,024,693	11/11/1995	11/11/2005
ADAMULL	417,690	11/13/1995	11/13/2005
NUCON	799,388	11/30/1995	11/30/2005
GUIDON	809,125	05/31/1996	05/31/2006
OXILINE B	840,737	12/19/1997	12/19/2007
NUCON 60	840,738	12/19/1998	12/19/2007
GR	843,520	02/06/1998	02/06/2008
EAGLE	1,488,477	05/17/1998	05/17/2008
PACO	662,981	06/17/1998	06/17/2008
DIBOND	853,975	08/06/1998	08/06/2008
TOPEX S	856,330	09/10/1998	09/10/2008
PERATEX	865,187	02/25/1999	02/25/2009

TABKASE (STYLIZED)	678,725	05/19/1999	05/19/2009
PACOCAST	1,121,019	06/26/1999	06/26/2009
RESCOBOND	2,325,869	03/07/2000	03/07/2010
PACO PLASTIC BLOCKS	889,942	04/28/2000	04/28/2010
RESCO	702,092	08/02/2000	08/02/2010
ADASET	279,810	01/27/1991	01/27/2011
GR-FG	1,640,495	04/09/1991	04/09/2011
FERROX	714,048	04/18/1991	04/18/2011
PYROPHYL	1,717,303	09/22/1992	09/22/2012
RESCOCAST	1,719,480	09/22/1992	09/22/2012

EXHIBIT B**FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS****ARGENTINA**

Mark	Application/Registration No.	Registration Date	Renewal Date
RESCO	1,819,698	02/22/2001	02/22/2011
RESCO & DESIGN	1,830,827	05/23/2001	05/23/2011

BENELUX

Mark	Application/Registration No.	Registration Date	Renewal Date
RESCO	525,683	01/27/1993	01/27/2003
RESCO & DESIGN (R)	396,906	11/22/1993	11/22/2003

BRAZIL

Mark	Application No.	Appl. date
RESCO	822048213	09/24/1999
RESCO & DESIGN	822362864	01/14/2000
RESCO	822048221	09/24/1999

CANADA

Mark	Application No.	Registration Date
RESCOAT	1,126,487	12/21/2001
RESCOMAG	1,060,036	05/23/2000
RESCO & DESIGN	1,041,049	12/29/1999
LADLEMAX	1,056,858	04/27/2000

Mark	Registration No.	Registration Date	Renewal Date
PERECON	TMA111045	08/01/1958	08/01/2003
RITEX	UCA020442	12/28/1944	12/28/2004
GRCO	UCA020435	12/28/1944	12/28/2004
GREFCO	UCA020438	12/28/1944	12/28/2004
ADAMANT	170/37850	05/23/1990	05/23/2005
RESCO	398,964	06/05/1992	06/05/2007
AA-22	401,722	08/21/1992	08/21/2007
GUIDON	TMA231047	11/24/1978	11/24/2008
DIBOND	TMA241155	03/14/1980	03/14/2010
PERATEX	TMA248404	07/25/1980	07/25/2010
SM	TMA253972	12/19/1980	12/19/2010
DICAL	TMA261622	08/14/1981	08/14/2011
NUCON	TMA150418	04/21/1967	04/21/2012
PERECON	TMA111045	08/01/1958	08/01/2003
FERROX	TMA156965	05/24/1968	05/24/2013

CHINA P.R.

Mark	Application/Registration No.	Registration Date	Renewal Date
RESCO	1564868	05/07/2001	05/07/2011
RESCO & DESIGN	1604870	07/21/2001	07/21/2011

EUROPEAN COMMUNITY TRADEMARK

Mark	Application/Registration No.	Registration Date	Renewal Date
RESCO	001454040	12/30/1999	12/30/2009
RESCO & DESIGN	001454255	12/30/1999	12/30/2009

FRANCE

Mark	Application/Registration No.	Registration Date	Renewal Date
RESCO	93452323	01/26/1993	01/25/2003
RESCO	1233685	04/20/1993	04/19/2003

GREAT BRITAIN

Mark	Application/Registration No.	Registration Date	Renewal Date
RESCO	923415	04/04/1989	04/04/2003
RESCO	B1193840	04/12/1990	04/12/2004
RESCO & DESIGN (LETTER R)	B1193841	04/12/1990	04/12/2004
ZIRMAG	1462072	04/24/1998	04/24/2008
R-MAX	2246194	09/21/2000	09/21/2010

INDIA

Mark	Application No.	Application Date
RESCO	874615	09/02/1999
RESCO & DESIGN	894411	12/27/1999

ITALY

Mark	Application/Registration No.	Registration Date	Renewal Date
RESCO	666952	01/26/1996	01/29/2003
RESCO	487,784	04/22/1993	04/22/2003

SOUTH KOREA

Mark	Application/Registration No.	Registration Date	Renewal Date
RESCO	40-484558	12/29/2000	12/29/2010
RESCO & DESIGN	40-492,998	05/10/2001	05/10/2011

MEXICO

Mark	Registration No.	Registration Date	Renewal Date
AA-22	413,025	06/20/1991	06/20/2006

Mark	Application No.	Application Date
RESCO & DESIGN	477704	03/26/2001
RESCO	477705	03/26/2001

NORWAY

Mark	Application No.	Application Date
RESCO	1999/09346	09/15/1999
RESCO & DESIGN	199913477	12/30/1999

SOUTH AFRICA

Mark	Application No.	Application Date
RESCO & DESIGN	2000/00027	09/14/1999
RESCO	99/16880	01/10/2000

SPAIN

Mark	Application/Registration No.	Registration Date	Renewal Date
RESCO	1741178	01/26/1993	01/26/2003
RESCO & DESIGN	1037854	05/30/1999	05/20/2003

VENEZUELA

Mark	Application/Registration No.	Registration Date	Renewal Date
RESCO	113944-F	09/20/2000	09/20/2010

Mark	Application No.	Application Date
RESCO & DESIGN	582-2000	01/10/2000

Schedule C

Copyright Registrations

NONE

Assignments, Transfers, Agreements, Financing Statements, etc.

NONE

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that Resco Products, Inc. ("Obligor"), hereby appoint and constitute, Transamerica Business Capital Corporation, as Agent ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Obligor upon the occurrence and during the continuance of an Event of Default as such term is defined in the Loan and Security Agreement, dated _____, 2002, by and among Obligor, certain of its affiliates, the parties thereto as lenders ("Lenders"), Wilmington Trust Company, as mortgage collateral agent for the Lenders and Secured Party (as amended, supplemented or otherwise modified from time to time).

1. Execution and delivery of any and all agreements, documents, statements, instruments of assignment, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Obligor in and to (a) any patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, (b) any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing and (c) any copyright and all registrations, recordings, reissues, extensions and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing..

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated as of even date herewith, by Obligor in favor of Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof.

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This Power of Attorney being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: _____, 2002

RESCO PRODUCTS, INC.

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of _____, 2002, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of RESCO PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public