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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Bou-Matic Technologies Corporation

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 09/05/2002

2. Name and address of receiving party(ies)

Name: LaSalle Business Credit, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 135 South LaSalle St., Ste. 42

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship \_\_\_\_\_
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) See Attached

Additional number(s) attached  Yes  No

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

Name: Deneen Sanders, Paralegal

Internal Address: Goldberg, Kohn, et. al.

Street Address: 55 East Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: \_\_\_\_\_

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Deneen Sanders

Name of Person Signing

Signature

September 16, 2002

Date

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

16

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

09/18/2002 TDIAZ1 00000037 2418806

01 FC:481  
02 FC:482

40.00 OP  
325.00 OP

TRADEMARK  
REEL: 2582 FRAME: 0852

Continuation of Part 4.

**TRADEMARK REGISTRATIONS**

<b>TRADEMARK DESCRIPTION</b>	<b>U.S. SERIAL/REGISTRATION NO.</b>
Phoenix High-Capacity Dehumidifier	2,418,806
Phoenix Guardian Hepa System	2,341,267
Dec International Pioneer Milking System	2,349,941
Hi-E Dry	2,355,199
Bou-Matic	2,570,954
Bou-Matic	681,114
Santa Fe Ultra Efficient Dehumidifier	2,578,412
Agri-Comp	1,356,414
Dari-Kool	536,323
Dari-Kool	960,813
Flo-Star and Design	1,384,008
Therma-Stor	1,114,867
Dairy Xpress	2,328,311
Dairy Xpress	2,350,205

**TRADEMARK APPLICATIONS**

<b>TRADEMARK DESCRIPTION</b>	<b>U.S. APPLICATION NO.</b>
None	

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") made as of this 5th day of September, 2002, by BOU-MATIC TECHNOLOGIES CORPORATION, a Nevada corporation ("**Guarantor**"), in favor of LASALLE BUSINESS CREDIT, INC., with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Lender**");

## WITNESSETH

WHEREAS, Madison One Holdings LLC, Bou-Matic LLC, Therma-Stor LLC, Stoughton Properties LLC and Dairy Xpress LLC (collectively, "**Borrowers**") and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide for Lender to, from time to time, extend credit to or for the account of Borrowers;

WHEREAS, Guarantor has executed a Continuing Unconditional Guaranty of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Guaranty**");

WHEREAS, the execution and delivery of this Security Agreement by Guarantor is a condition precedent to the initial extension of credit under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities and all obligations of Guarantor from time to time under the Guaranty, Guarantor hereby grants to Lender a continuing security interest in Guarantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under

or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Guarantor warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part, and each such Trademark is presently subsisting;

(ii) Guarantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Guarantor not to sue third persons;

(iii) Guarantor has not received written notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Guarantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Guarantor agrees that until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Guarantor shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would impair the validity or enforceability of the rights granted to Lender under this Security Agreement.

5. New Trademarks. Guarantor represents and warrants that, based on a diligent investigation by Guarantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Guarantor. If, before the Liabilities (other than contingent indemnification obligations to the extent no claims giving rise thereto have been asserted) shall have been satisfied in full or before the Loan Agreement has been terminated, Guarantor shall (i) become aware of any existing Trademarks of which Guarantor has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Guarantor shall give to Lender prompt written notice thereof. Guarantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities (other than contingent indemnification obligations to the extent no claims giving rise thereto have been asserted) and the termination of the Loan Agreement. Guarantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Guarantor.

7. Product Quality. Guarantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, Guarantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Guarantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. All amounts collected by Lender in respect of the Trademarks shall be applied to the costs and expenses of collection, then to the Liabilities in accordance with the Loan Agreement; and any further amount (after payment of the Liabilities) shall be paid to Guarantor. Upon payment in full of the Liabilities (other than contingent indemnification obligations to the extent no claims giving rise thereto have been asserted) and termination of the Loan Agreement, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Guarantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Guarantor and until paid shall constitute Liabilities.

10. Duties of Guarantor. Guarantor shall have the duty (i) to file and prosecute as commercially reasonable any trademark applications pending as of the date hereof or hereafter until Guarantor's Liabilities (other than contingent indemnification obligations to the extent no claims giving rise thereto have been asserted) shall have been paid in full and the Loan Agreement has been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Guarantor's Liabilities under this Section 10 shall be borne by Guarantor.

11. Lender's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall

commence any such suit, Guarantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement; and Guarantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Guarantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements 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.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Guarantor hereby authorizes Lender, upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Guarantor's true and lawful attorney-in-fact, with power to (i) endorse Guarantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Guarantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities (other than contingent indemnification obligations to the extent no claims giving rise thereto have been asserted) shall have been paid in full and the Loan Agreement has been terminated. Guarantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Guarantor and its successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.


18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Guarantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and the agreements set forth herein.

20. Survival of Representations. All representations and warranties of Guarantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

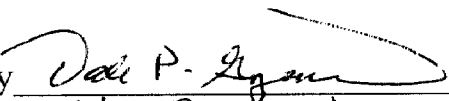
IN WITNESS WHEREOF, Guarantor has duly executed this Security Agreement as of the date first written above.

BOU-MATIC TECHNOLOGIES CORPORATION

By   
Title President and CEO

Agreed and Accepted  
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC.

By   
Title Vice President



## SCHEDULE A

## TRADEMARKS OWNED BY DEC INTERNATIONAL, INC.

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>
U.S.	PHOENIX HIGH-CAPACITY DEHUMIDIFIER	2,418,806
U.S.	PHOENIX GUARDIAN HEPA SYSTEM	2,341,267
U.S.	DEC INTERNATIONAL PIONEER MILKING SYSTEM	2,349,941
U.S.	HI-E DRY	2,355,199
U.S.	BOU-MATIC	2,570,954
U.S.	BOU-MATIC	681,114
U.S.	SANTA FE ULTRA EFFICIENT DEHUMIDIFIER	2,578,412
U.S.	AGRI-COMP	1,356,414
U.S.	DARI-KOOL	536,323
U.S.	DARI-KOOL	960,813
U.S.	FLO-STAR and Design	1,384,008
U.S.	THERMA-STOR	1,114,867
Australia	DAIRY EXPRESS & DEVICE	778724
Australia	DARI-KOOL & DEVICE	B186743
Australia	DARI-KOOL BOU-MATIC & DEVICE	A186744
Benelux	DARI-KOOL	10494
Benelux	THERMA-STOR	363289
Brazil	BOU-MATIC	82018535
Brazil	DARI-KOOL	82018537

Brazil	DARI-KOOL	200006940
Brazil	THERMA-STOR	8230185353
Canada	DAIRY EXPRESS & DEVICE	TMA530207
Canada	DARI-KOOL & DEVICE	149136
Canada	DARI-KOOL BOU-MATIC & DEVICE	IR305933
Denmark	DARI-KOOL	6/29/1960
France	THERMA-STOR	1118321 Renewal 570244
France	DARI-KOOL	70758
Germany	BOU-MATIC	DD 653 434
Israel	BOU-MATIC	58528
Japan	BOUMATIC	4317575
Japan	DARI-KOOL & DEVICE	799547
Mexico	BOU-MATIC	195,718
Mexico	BOU-MATIC	191,748
Mexico	DARI-KOOL	190807
Mexico	DARI-KOOL	191749
South Africa	DARI-KOOL BOU-MATIC & DEVICE	65-2479
U.K.	THERMA-STOR	1134847
U.K.	DARI-KOOL BOU-MATIC & DEVICE	B887886

TRADEMARKS OWNED BY DEC TRADING INCORPORATED

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>
New Zealand	BOU-MATIC	254148
New Zealand	BOU-MATIC	254149
New Zealand	BOU-MATIC	254150
New Zealand	BOU-MATIC	254151
New Zealand	BOU-MATIC	254152
New Zealand	DARI-KOOL	268709

# TRADEMARKS OWNED BY DEC AG

Country Name	Trademark	Classes	Status	Registration No.	Reg. Appln. No.	Filing Date	Renewal
Austria	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965		
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965		07-Dec-2005
Belgium	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965		
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965		07-Dec-2005
Czech Republic	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965		
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965		07-Dec-2005
Egypt	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965		
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965		07-Dec-2005
France	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965		
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965		07-Dec-2005
Germany	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965		
	DARI-KOOL BOU-MATIC & DEVICE	023	Registered	IR305933	07-Dec-1965		07-Dec-2005
Germany, East	DARI-KOOL BOU-MATIC & DEVICE	023	Registered	IR305933	07-Dec-1965		07-Dec-2005
	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965		
Hungary	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965		
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965		07-Dec-2005
International Registration							

<i>Italy</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	07-Dec-2005
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005
<i>Liechtenstein</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005
<i>Luxembourg</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005
<i>Monaco</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005
<i>Morocco</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1964	
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005
<i>Netherlands</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005
<i>Portugal</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005
<i>Romania</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1985	
	DARI-KOOL BOU-MATIC & DEVICE	080	Registered	IR305933	07-Dec-1985	07-Dec-2005
<i>San Marino, Republic of</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005
<i>Slovakia</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005
	DARI-KOOL & DEVICE		Registered	IR305932	06-Dec-1965	

Country	Device Name	MCR	Status	IR Number	Registration Date	Expiry Date
<i>Spain</i>	DARI-KOOL BOU-MATIC & Device		Registered	IR305933	07-Dec-1965	07-Dec-2005
	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	
	DARI-KOOL & DEVICE	030	Registered	IR305932	07-Dec-1965	07-Dec-2005
	DARI-KOOL BOU-MATIC & DEVICE	030	Registered	IR305933	07-Dec-1965	07-Dec-2005
<i>Switzerland</i>	DARI-KOOL & DEVICE	MCR	Registered	340616	23-Jun-1965	07-Jun-2005
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	340617	23-Jun-1965	07-Jun-2005
<i>Tunisia</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	07-Dec-2005
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005
<i>Yugoslavia</i>	DARI-KOOL & DEVICE	MCR	Registered	IR305932	07-Dec-1965	07-Dec-2005
	DARI-KOOL BOU-MATIC & DEVICE	MCR	Registered	IR305933	07-Dec-1965	07-Dec-2005