

09-23-2002



102230088

Form PTO-1594 R  
(Rev. 10/01)  
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):

MFRI, Inc. (Delaware)

9-17-02

- 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: 07/11/02

2. Name and address of receiving party(ies)

Name: Connecticut General Life Insurance

Internal Address: c/o CIGNA Retirement & Investment

Street Address: 280 Trumbull Street

City: Hartford State: CT Zip: 06103

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Connecticut
- 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) See Annexes 1A and 1B attached hereto.

B. Trademark Registration No.(s) See Annexes 2A and 2B attached hereto.

Additional number(s) attached  Yes  No

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

Name: James Greenfield, Esq.

Internal Address: Bingham McCutchen LLP

Street Address: One State Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41) \$ 1,090.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James Greenfield, Esq.  
Name of Person Signing

Signature

September 16, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 24

09/20/2002 6TON11 00000163 75478162

01 FD:481 40.00 OP  
02 FD:482 1050.00 OP

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

TRADEMARK  
REEL: 002586 FRAME: 0375

**Additional Names of Conveying Parties**

<u>Name of Party</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>
Midwesco Filter Resources, Inc.	Corporation	Delaware
Perma-Pipe, Inc.	Corporation	Delaware
TDC Filter Manufacturing, Inc.	Corporation	Delaware

**Additional Names of Receiving Parties**

**Massachusetts Mutual Life Insurance Company,**  
**a Massachusetts mutual life insurance company**  
c/o David L. Babson & Company Inc.  
1500 Main Street, Suite 2800  
Springfield, MA 01115

**C.M. Life Insurance Company c/o Massachusetts Mutual Life Insurance Company,**  
**a Connecticut mutual life insurance company**  
c/o David L. Babson & Company Inc.  
1500 Main Street, Suite 2800  
Springfield, MA 01115

**Annex 1A**

**U.S. Trademark Applications**

<u>Applicant</u>	<u>Trademark</u>	<u>Application No.</u>
Perma-Pipe, Inc.	Autotherm	75/478,162
	Pex-Gard	76/232,416
	Xtru-Therm	76/265,436

**Annex 1B**

**Foreign Trademark Applications**

None.

Annex 2A

**U.S. Trademark Registrations**

<u>Registrant</u>	<u>Trademark</u>	<u>Registration No.</u>
MFRI, Inc.	Thermal Care	2,045,868
Midwesco Filter Resources, Inc.	Leak Seeker	2,017,823
	Leak Seeker	2,138,168
	Prekote	1,691,067
	Seamless Tube	2,094,231
Perma-Pipe, Inc.	Chil-Gard	900,031
	Double Quik	1,715,736
	Double-Pipe	1,266,675
	Durant	750,003
	Escon-A	2,361,072
	FluidWatch	1,743,871
	Galva-Flex	854,989
	Galva-Gard	871,600
	Hi Gard	1,801,335
	Instant	804,512
	LiquidWatch	2,220, 733
	Pal-AT	1,673,827
	Palcom	1,648,496
	Perma-Pipe	829,336
	Poly Therm	2,294,963
	Ric-Wil Dual Gard	948,169
	Safe-T-Gard	1,426,245
	Stereo-Heat	1,112,219
	Uniline	760,500
TDC Filter Manufacturing, Inc.	EFC	1,835,173
	Pleat Plus	2,250,278
	Pleatkeeper	1,720,100
	We Take the Dust Out of Industry	1,744,417

Annex 2B

**Foreign Trademark Registrations**

<u>Registrant</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Jurisdiction</u>
Perma-Pipe, Inc.	Ric-Wil	TMA160.352	Canada
	Safe-T-Gard	TMA340.742	Canada
	Ric-Wil	VR38461972	Denmark
	Rick-Wil	VR08171973	Denmark
	Perma Pipe	1.232.157	France
	Perma Pipe	1.436.576	France
	PermaPipe	940.758	Germany
	Ric-Wil	899.117	UK
	Poly Therm	971.844	UK
	Poly Therm	983.102	UK
	Poly Therm	983.103	UK
	Perma Pipe	876.161	UK



## TRADEMARK AND LICENSE SECURITY AGREEMENT

**TRADEMARK AND LICENSE SECURITY AGREEMENT** (“**Agreement**”) dated as of July 11, 2002, made by and among MFRI, INC., a Delaware corporation (the “**Company**”), and the other parties executing this Agreement under the heading “**Debtors**” (the Company and such other parties, being hereinafter referred to collectively as the “**Borrower**”), each with its mailing address as set forth on Annex 1 attached hereto, and CONNECTICUT GENERAL LIFE INSURANCE COMPANY (“**CIGNA**”), MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY and CM LIFE INSURANCE COMPANY (collectively, “**MassMutual**”).

### W I T N E S S E T H:

WHEREAS, concurrently herewith the Company, Fleet Capital Corporation (the “**Agent Bank**”) and certain other lenders have entered into a Loan and Security Agreement dated of even date herewith (such Loan and Security Agreement as heretofore amended and as the same may be amended, modified or restated from time to time being hereinafter referred to as the “**Credit Agreement**”), pursuant to which such lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Company;

WHEREAS, concurrently herewith the Company, CIGNA, MassMutual and one or more other purchasers have entered into separate Note Purchase Agreements, each dated of even date herewith (such Note Purchase Agreements as heretofore amended and as the same may be amended, modified or restated from time to time being hereinafter referred to collectively as the “**Note Purchase Agreement**”), pursuant to which the Company has issued its Reset Senior Notes (the “**Notes**”) due June 30, 2007, in the aggregate principal amount of \$6,000,000, which Notes have been purchased by CIGNA, MassMutual and the other purchasers referred to in the Note Purchase Agreement (CIGNA, MassMutual, such other note purchasers and the holders of the Notes from time to time being referred to herein as the “**Noteholders**” and individually as a “**Noteholder**”);

WHEREAS, concurrently herewith, CIGNA and MassMutual have entered into an Intercreditor Agreement with the Agent Bank (as may be amended from time to time the “**Intercreditor Agreement**”) pursuant to which the CIGNA and MassMutual and such Agent Bank have set forth their respective priorities in the Trademarks and Licenses (each as hereinafter defined).

WHEREAS, the Borrower’s obligations and liabilities under the Note Purchase Agreement, and under all other instruments, documents and agreements executed and delivered by Borrower to the Noteholders in connection with the Note Purchase Agreement, are hereinafter referred to collectively as the “**Obligations**”.

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



1. Defined Terms.

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Note Purchase Agreement shall have the meanings specified in the Note Purchase Agreement.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to CIGNA and MassMutual as secured parties (collectively, together with their successors and assigns, the “**Secured Party**”), a security interest in, having priority over all other security interests, except those of the Agent Bank, with power of sale to the extent permitted by applicable law exercisable after and during the occurrence of an Event of Default, all of Borrower’s now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trade mark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Borrower’s rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the “Trademarks”);

(ii) the goodwill of Borrower’s business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party’s trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the Secured Party’s and the Noteholders’ rights under the Note Purchase Agreement and the other Financing

Documents (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest, use, transfer, or assignment contemplated by this Agreement.

3. Restrictions on Future Agreements. Borrower will not, without the Secured Party's prior written consent (which will not be unreasonably withheld or delayed), enter into any agreement after the date hereof, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement or the rights associated with those Trademarks as are reasonably necessary to protect inventions material to the conduct of Borrower's business, and in those rule-of-law jurisdictions representing material markets or sources of manufacture of Borrower's products.

4. New Trademarks. Borrower represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and Borrower shall give to Secured Party prompt written notice thereof. Borrower hereby authorizes the Secured Party to modify this Agreement by (i) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trade marks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. Borrower hereby agrees that the use by the Secured Party of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Party to Borrower.

6. Nature and Continuation of Secured Party's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full.

7. Right to Inspect; Further Assignments and Security Interests. The Secured Party shall have the right, at any reasonable time and from time to time, to inspect Borrower's premises and to examine Borrower's books, records, and operations relating to the Trademarks (the "Inspection"), including, without limitation, Borrower's quality control processes; provided, that in conducting such inspections and examinations, the Secured Party shall use best efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. The Secured Party agrees to safeguard any and all Confidential Information (as defined hereinafter) disclosed to the Secured Party during an Inspection as provided in and subject to the limitations of Section 20 of the Note Purchase Agreement. "Confidential Information" shall mean all information of a private, secret or proprietary or confidential nature concerning Borrower's business relationships, products or services, or financial affairs whether or not marked "confidential." From and during the occurrence of an Event of Default, and subject to the terms of the Note Purchase Agreement and the other Financing Documents, Borrower agrees that the Secured Party or a conservator appointed by the Secured Party, shall have the right to establish such reasonable additional product quality controls as the Secured Party or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks. Borrower agrees (i) except as permitted by the Note Purchase Agreement and the other Financing Documents, not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of the Secured Party (which consent will not be unreasonably withheld or delayed), (ii) to substantially maintain the quality of any and all products in connection with which the Trademarks are used, consistent substantially with the quality of said products as of the date hereof, and (iii) not to adversely change the quality of such products in any material respect without the prior written consent of the Secured Party (which consent will not be unreasonably withheld or delayed).

8. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business and consistent with Borrower's current business practices (i) to prosecute diligently any of its trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Borrower deems appropriate and material, and (iii) to take reasonable steps to preserve and maintain all of Borrower's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Subject to the limitations of this Section 8, any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically important in the operation of the Borrower's business. Borrower agrees to retain an experienced trademark attorney reasonably acceptable to the Secured Party for the filing and prosecution of all such applications and other proceedings. The Secured Party shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Secured Party shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the

continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby. In the event that Secured Party releases its security interest in the Trademarks and, if applicable, Licenses, the Secured Party shall promptly record the appropriate documentation for such release in the relevant jurisdiction in which such security interest was originally recorded.

9. Secured Party's Right to Sue. From and during the continuance of an Event of Default, and subject to the terms of the Note Purchase Agreement and the other Financing Documents, the Secured Party shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if the Secured Party shall commence any such suit, Borrower shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. Borrower shall, upon demand, promptly reimburse and indemnify the Secured Party for all costs and reasonable expenses incurred by the Secured Party in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, the Secured Party is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Borrower and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party of any right, power or privilege hereunder or under any other Financing Documents shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the other Financing Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Secured Party's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Secured Party may exercise any of the rights and remedies provided in this Agreement, or the other Financing Documents, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Borrower acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and the Secured Party shall have the right to exercise its rights under the other Financing Documents with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and during the continuance of an Event of Default, the Secured Party or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Borrower's business.

12. Severability. The provisions of this 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 Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Secured Party's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby irrevocably appoints Secured Party as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise exercisable during an Event of Default to carry out the acts described below. Subject to the terms of the Note Purchase Agreement and the other Financing Documents, upon the occurrence and during the continuance of an Event of Default and the giving by the Secured Party of written notice to Borrower of Secured Party's intention to enforce its rights and claims against Borrower, Borrower hereby authorizes Secured Party to, in its sole discretion (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as the Secured Party deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Secured Party shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Noteholders or the Secured Party under the Note Purchase Agreement or the other Financing Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however that Borrower shall not voluntarily assign its obligations hereunder without the prior written consent of the Secured Party.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois, excluding choice of law provisions, principles, and decisions that would require the application of the laws of a jurisdiction other than the State of Illinois.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Note Purchase Agreement.

18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


20. Right of Recordal of Security Interest. The Secured Party shall have the right, but not the obligation, at the expense of Borrower, to record this Agreement in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by the Secured Party, and the Secured Party shall advise Borrower of such recordals. Upon satisfaction in full of the Obligations, Borrower shall have the right to effect recordal of such satisfaction or termination at the expense of Borrower in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by Borrower. The Secured Party and Borrower shall cooperate to effect all such recordals hereunder.

*[Remainder of page intentionally left blank. Next page is signature page.]*


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**Debtors**

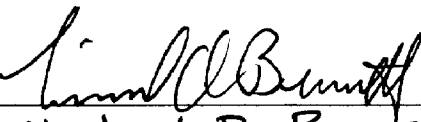
**MFRI, INC.**

By   
Name: Michael D. Bennett  
Title: Vice President


**MIDWESCO FILTER RESOURCES, INC.**

By   
Name: Michael D. Bennett  
Title: Vice President


**PERMA-PIPE, INC.**

By   
Name: Michael D. Bennett  
Title: Vice President

**THERMAL CARE, INC.**

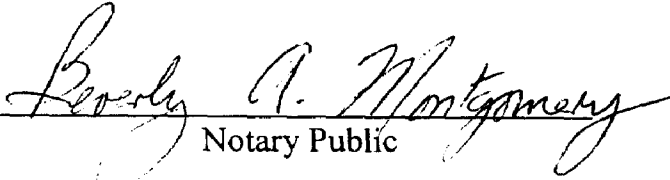
By   
Name: Michael D. Bennett  
Title: Vice President

**TDC FILTER MANUFACTURING, INC.**

By   
Name: Michael D. Bennett  
Title: Vice President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 11th day of July, 2002, by Michael D. Bennett, personally known to me to be the Vice President of MFRI, INC., a Delaware corporation, on behalf of such corporation.

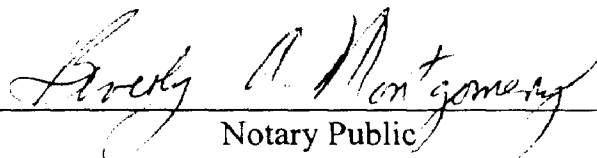
  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)  
"OFFICIAL SEAL"  
BEVERLY A. MONTGOMERY  
Notary Public, State of Illinois  
My Commission Expires 7/25/05

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 11th day of July, 2002, by Michael D. Bennett, personally known to me to be the Vice President of MIDWESCO FILTER RESOURCES, INC., a Delaware corporation, on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)  
"OFFICIAL SEAL"  
BEVERLY A. MONTGOMERY  
Notary Public, State of Illinois  
My Commission Expires 7/25/05

[Notary Block to Trademark and License Security Agreement]



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 11<sup>th</sup> day of July, 2002, by Michael D. Bennett, personally known to me to be the Vice President of PERMA-PIPE, INC., a Delaware corporation, on behalf of such corporation.

Brenda L. Hatfield  
Notary Public

My commission expires: 7/29/05

(SEAL)



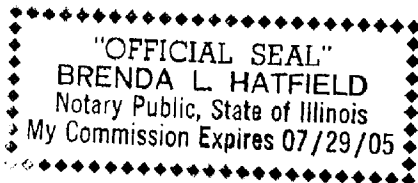
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 11<sup>th</sup> day of July, 2002, by Michael D. Bennett, personally known to me to be the Vice President of THERMAL CARE, INC., a Delaware corporation, on behalf of such corporation.

Brenda L. Hatfield  
Notary Public

My commission expires: 7/29/05

(SEAL)

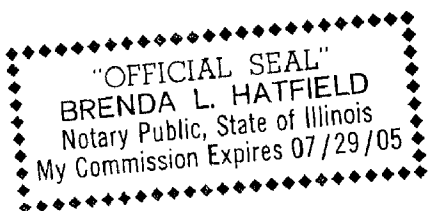


[Notary Block to Trademark and License Security Agreement]

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing Trademark and License Security Agreement, was executed and acknowledged before me this 14th day of July, 2002, by Michael D. Bennett, personally known to me to be the Vice President of TDC FILTER MANUFACTURING, INC., a Delaware corporation, on behalf of such corporation.

(SEAL)



Brenda L Hatfield  
Notary Public  
My commission expires: 7/29/05

[Notary Block to Trademark and License Security Agreement]

**TRADEMARK**  
**REEL: 002586 FRAME: 0392**

Accepted and agreed to as of this 11<sup>th</sup> day of July, 2002.

**CONNECTICUT GENERAL LIFE INSURANCE COMPANY**

**By: CIGNA Investments, Inc. (authorized agent)**

By:   
Name: **EDWARD LEWIS**  
Title: **MANAGING DIRECTOR**

**MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**

**By: David L. Babson & Company Inc. as Investment Adviser**

By: \_\_\_\_\_  
Name:  
Title:

**C.M. LIFE INSURANCE COMPANY**

**c/o MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**

**By: David L. Babson & Company Inc. as Investment Adviser**

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed to as of this 17<sup>th</sup> day of July, 2002.

**CONNECTICUT GENERAL LIFE INSURANCE COMPANY**


By: **CIGNA Investments, Inc. (authorized agent)**

By: \_\_\_\_\_  
Name:  
Title:

CAD

**MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**

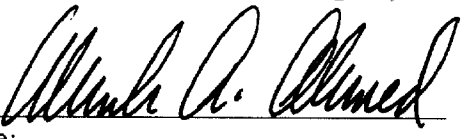
By: **David L. Babson & Company Inc. as Investment Adviser**

By:   
Name: **Mark A. Ahmed**  
Title: **Managing Director**

CAD

**C.M. LIFE INSURANCE COMPANY**  
c/o **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**

By: **David L. Babson & Company Inc. as Investment Sub-Adviser**

By:   
Name: **Mark A. Ahmed**  
Title: **Managing Director**

## **Annex 1**

### **Addresses**

**MFRI, Inc.**

7720 Lehigh Avenue  
Niles, Illinois 60714

**Midwesco Filter Resources, Inc.**

c/o MFRI, Inc.  
7720 Lehigh Avenue  
Niles, Illinois 60714

**Perma-Pipe, Inc.**

c/o MFRI, Inc.  
7720 Lehigh Avenue  
Niles, Illinois 60714

**Thermal Care, Inc.**

c/o MFRI, Inc.  
7720 Lehigh Avenue  
Niles, Illinois 60714

**TDC Filter Manufacturing, Inc.**

c/o MFRI, Inc.  
7720 Lehigh Avenue  
Niles, Illinois 60714

**SCHEDULE A**

**TRADEMARKS**

**I. Trademark Applications**

<b>Applicant</b>	<b>Title</b>	<b>Application Number</b>	<b>Date</b>
Perma-Pipe, Inc.	Autotherm	75/478,162	04/30/98
Perma-Pipe, Inc.	Pex-Gard	76/232,416	03/29/01
Perma-Pipe, Inc.	Xtru-Therm	76/265,436	06/01/01

**II. Trademarks**

<b>Owner</b>	<b>Title</b>	<b>Registration Number</b>	<b>Date</b>
MFRI, Inc.	Thermal Care	2,045,868	03/18/97
Midwesco Filter Resources, Inc.	Prekote	1,691,067	06/09/92
Midwesco Filter Resources, Inc.	Leak Seeker	2,017,823	11/19/96
Midwesco Filter Resources, Inc.	Seamless Tube	2,094,231	09/09/97
Midwesco Filter Resources, Inc.	Leak Seeker	2,138,168	02/24/98
Perma-Pipe, Inc.	Durant	750,003	05/28/63
Perma-Pipe, Inc.	Uniline	760,500	11/26/63
Perma-Pipe, Inc.	Perma Pipe	876.161 (UK)	11/02/64
Perma-Pipe, Inc.	Instant	804,512	03/01/66
Perma-Pipe, Inc.	Perma-Pipe	829,336	05/30/67
Perma-Pipe, Inc.	Ric-Wil	899.117 (UK)	11/22/67
Perma-Pipe, Inc.	Galva-Flex	854,989	08/20/68
Perma-Pipe, Inc.	Ric-Wil	TMA160.352 (Canada)	01/30/69
Perma-Pipe, Inc.	Galva-Gard	871,600	06/24/69
Perma-Pipe, Inc.	Chil-Gard	900,031	10/06/70
Perma-Pipe, Inc.	Ric-Wil	VR38461972 (Denmark)	11/24/72
Perma-Pipe, Inc.	Ric-Wil Dual Gard	948,169	12/05/72
Perma-Pipe, Inc.	Rick-Wil	VR08171973 (Denmark)	03/16/73
Perma-Pipe, Inc.	PermaPipe	940.758 (Germany)	02/03/76
Perma-Pipe, Inc.	Poly Therm	971.844 (UK)	03/03/78
Perma-Pipe, Inc.	Poly Therm	983.102 (UK)	11/11/78
Perma-Pipe, Inc.	Poly Therm	983.103 (UK)	11/11/78
Perma-Pipe, Inc.	Stereo-Heat	1,112,219	01/30/79
Perma-Pipe, Inc.	Double-Pipe	1,266,675	02/07/84
Perma-Pipe, Inc.	Safe-T-Gard	1,426,245	01/27/87
Perma-Pipe, Inc.	Safe-T-Gard	TMA340.742 (Canada)	05/20/88
Perma-Pipe, Inc.	Palcom	1,648,496	06/18/91
Perma-Pipe, Inc.	Pal-AT	1,673,827	01/28/92
Perma-Pipe, Inc.	Perma Pipe	1.232.157 (France)	07/13/92

<b>Owner</b>	<b>Title</b>	<b>Registration Number</b>	<b>Date</b>
Perma-Pipe, Inc.	Double Quik	1,715,736	09/15/92
Perma-Pipe, Inc.	FluidWatch	1,743,871	12/29/92
Perma-Pipe, Inc.	Hi Gard	1,801,335	10/26/93
Perma-Pipe, Inc.	Perma Pipe	1.436.576 (France)	01/20/97
Perma-Pipe, Inc.	LiquidWatch	2,220, 733	01/26/99
Perma-Pipe, Inc.	Poly Therm	2,294,963	11/30/99
Perma-Pipe, Inc.	Escon-A	2,361,072	06/27/00
TDC Filter Manufacturing, Inc.	We Take the Dust Out of Industry	1,744,417	01/05/93
TDC Filter Manufacturing, Inc.	EFC	1,835,173	05/10/94
TDC Filter Manufacturing, Inc.	Pleatkeeper	1,720,100	10/01/97
TDC Filter Manufacturing, Inc.	Pleat Plus	2,250,278	06/01/99

**SCHEDULE B**

**LICENSES**

None.