

09-27-2002

Form PTO-1594

(Rev. 03/01)

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



COVER SHEET

U.S. DEPARTMENT OF COMMERCE

ONLY

U.S. Patent and Trademark Office

102235388

9.24.02

To the Honorable Commissioner of Patents and Trademarks, please attach the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wolverine Proctor & Schwartz, Inc.

- ☐ Individual
 ☐ Association
☐ General Partnership
 ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

3. Nature of conveyance:

- ☐ Assignment
 ☐ Merger
☒ Security Agreement
 ☐ Change of Name
☒ Other Power of Attorney

Execution Date: September 13, 2002

2. Name and address of receiving party(ies):

Name: General Electric Capital CorporationInternal Address: Lee Farm Corporate ParkStreet Address: 83 Wooster Heights RoadCity: Danbury State: CT ZIP: 06810

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporate-State 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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s): 765424; 1101965; 1244130; 654465; 1258466Additional numbers attached? ☐ Yes ☒ No

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

Name: Elizabeth M. Crassweller, ParalegalInternal Address: Stradley Ronon Stevens & Young, LLPStreet Address: 2600 One Commerce SquareCity: Philadelphia State: PA ZIP: 19103-7098

6. Total number of applications and

registrations involved: 5

7. Total fee (37 CFR 3.41):..... \$ 140

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

NOT APPLICABLE

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth M. Crassweller
 Person Signing

Elizabeth M. Crassweller
 Signature

September 19, 2002
 Date

Total number of pages comprising cover sheet: 1

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

09/26/2002 TDI A21 00000128 765424

01 FC:481
 02 FC:482

40.00 OP
 100.00 OP

TRADEMARK
 REEL: 2588 FRAME: 0858

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 13, 2002, is made by WOLVERINE PROCTOR & SCHWARTZ, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor, Lender and the other signatories thereto (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's United States Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all reasonable actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof (i) this Intellectual Property Security Agreement shall terminate upon the Termination Date and (ii) upon the request of Grantor on or after the Termination Date, Lender will at the sole cost and expense of Grantor execute such documentation as Grantor shall provide which

shall be reasonably necessary to evidence the release of Lender's Liens and security interests granted hereunder in the Intellectual Property Collateral.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WOLVERINE PROCTOR & SCHWARTZ, INC.

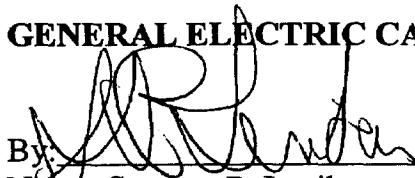
By: 

Name: Mark Brown

Title: Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 

Name: Stephen P. Lenihan

Title: Duly Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
Remoistening of Tobacco	4,572,218	02/25/86
Process for Drying Particulate Matter	5,915,817	06/29/99
Web Treatment System/ Plenum	4,776,107	10/11/88
Material Treatment/ Flex Dryer	4,956,271	09/11/90
Material Treatment System/ Compartmentalized Conveyor	5,651,191	07/29/97
See attached		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
	None	

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
	None	

CURRENT WOLVERINE PATENTS

<u>Patent # & Issue Date</u>	<u>Description</u>	<u>Country</u>	<u>Expiration Date</u>
1201006 – 2/25/86	Material Treatment/Batch Coffee Roaster	Canada	2/25/03
1259523 – 9/19/89	Incinerator System	Canada	9/19/06
1296176 – 11/21/90	Link Meat Cooker	Canada	11/21/07
1672263 – 6/12/92	Material Treatment/Batch Roaster	Japan	9/29/03
2575151 – 10/24/96	Meat Cooker	Japan	10/9/07
1201006 – 2/25/86	Material Treatment/Batch Coffee Roaster	Canada	2/25/03
1259523 – 9/19/89	Incinerator System	Canada	9/19/06

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
PROCTOR	765,424	02/25/64
COM-PAK	1,101,965	09/12/78
PROCTOR	1,244,130	07/05/83
JETZONE	654,465	11/12/97
JETROAST	1,258,466	11/22/83

See attached

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
	None	

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
	None	

Trademark List

Client: PROCTOR & SCHWARTZ, INC.

Trademark Name	Attorney(s)	Matter No.	Status	Application Number/ Filing Date	Registration Number/Date	Renewal Date/ First
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PROCTOR	SBK	PRC-0000001849	Pending	816887993	15-Sep-1992	
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Country: Brazil

Owner: WOLVERINE(MASSACHUSETTS) CORP.

Classes: 37

Agent: CMB CMB

Goods:

Remarks:

PROCTOR	SBK	PRC-0000001360	Pending	815430779	14-Mar-1990	
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Country: Brazil

Owner: WOLVERINE(MASSACHUSETTS) CORP.

Classes: 7

Agent: CMB CMB

Goods: Machines, equipment, means of transport and vehicles, hoisting, towing and storage means as well as industrial molds.

Remarks:

PROCTOR & Design	SBK	PRC-0000001359	Pending	815430760	14-Mar-1990	
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Country: Brazil

Owner: WOLVERINE(MASSACHUSETTS) CORP.

Classes: 7

Agent: CMB CMB

Goods: Machines, equipment, means of transport and vehicles, hoisting, towing and storage means as well as industrial molds.

Remarks:

Trademark List

Client: PRC PROCTOR & SCHWARTZ, INC.

Trademark Name	Attorney(s)	Matter No.	Status	Application Number/ Filing Date	Registration Number/Date	Renewal Date/ First
PROCTOR-SCHWARTZ	SBK	PRC-0000003412	Pending	817858571 15-Jul-2001		

Country: Brazil

Classes: 07/15/2060

Goods: Machines and equipment for heating,
 generation of steam, refrigeration, drying,
 ventilation and devices for distribution of
 liquid and gas for industrial use; machines
 and implements used in farming and
 cattle-breeding activities; machine parts,
 components and accessories, vehicles,
 implements, means and devices of
 transportation

Trademark List

Client: PRC PROCTOR & SCHWARTZ, INC.

Trademark Name	Attorney(s)	Matter No.	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date/Year
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PROCTOR	SBK	PRC-0000001765	Registered	1847556 26-Jun-1992	1668754 20-May-1998	20-May-2008
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Country: Argentina

Owner: WOLVERINE(MASSACHUSETTS) CORP.

Classes: 7

Goods:

Remarks: PER 8-6-93 LTR FROM ASSOC-NOTICE
OF OPPOSITION MAY BE FILED &
WHEN FILED, WE HAVE ONE YEAR
TO SETTLE OPPOSITION.

PROCTOR	SBK	PRC-0000001765	Registered	1847558 26-Jun-1992	1539269 30-Sep-1994	30-Sep-2004
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Country: Argentina

Owner: WOLVERINE(MASSACHUSETTS) CORP.

Classes: 11

Agents: CLARK CLARK

Goods:

Remarks:

PROCTOR	SBK	PRC-0000001764	Registered	1847557 26-Jun-1992	1714107 28-Apr-1999	28-Apr-2009
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Country: Argentina

Owner: WOLVERINE(MASSACHUSETTS) CORP.

Classes: 9

Goods:

Remarks:

HOWSON & HOWSON

215-540-5818

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PAGE 10/14

Trademark List

Client: PRC PROCTOR & SCHWARTZ, INC.

Trademark Name	Attorney(s)	Matter No.	Status	Application Number/ Filing Date	Registration Number/Date	Renewal Date/ First
PROCTOR	SBK	PRC-0000001848	Registered	816888051 15-Sep-1992	816888051 12-Aug-1997	12-Aug-2007
Country: Brazil		Owner: WOLVERINE(MASSACHUSETTS) CORP. Class: 40 Agent: CMB CMB Goods:				
				Remarks: REGISTRATION HAS BEEN GRANTED AND WILL BE FORWARDED AS PER AGENT'S LTR OF 8-18-97		
PROCTOR	SBK	PRC-0000001590	Registered		233526 08-Jun-1979	08-Jun-2009
Country: Canada		Owner: WOLVERINE(MASSACHUSETTS) CORP. Goods:				
				Remarks: PER INSTRUCTIONS FROM AGENT OF 3-10-94 - THEY HAVE ATTENDED TO RENEWAL OF THIS TM		
PROCTOR	SBK	PRC-0000001363	Registered	509311 26-Apr-1989	509311 26-Apr-1996	26-Apr-2003
Country: India		Owner: WOLVERINE(MASSACHUSETTS) CORP. Class: 9 Goods: Scientific, nautical, surveying and electrical apparatus and instruments (including wireless), photographic, cinematographic optic				
				Remarks: RENEW REGISTRATION RECEIVED 2-4- 98		

Trademark List

Client: PRC PROCTOR & SCHWARTZ, INC.

Trademark Name	Attorney(s)	Matter No.	Status	Application Number/ Filing Date	Registration Number/Date	Renewal Date/ Fict
PROCTOR	SBK	PRC-0000001362	Registered	509332 26-Apr-1989	509332 26-Apr-1996	26-Apr-2003
Country: India		Owner: WOLVERINE(MASSACHUSETTS) CORP. Class: 11 Goods: Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purpose		Remarks:		
PROCTOR	SBK	PRC-0000001361	Registered	509330 26-Apr-1989	509330 26-Apr-1996	26-Apr-2003
Country: India		Owner: WOLVERINE(MASSACHUSETTS) CORP. Class: 7 Goods: Machines and machine tools; motors (except for land vehicles); machine couplings and belting (except for land vehicles); large size		Remarks:		
PROCTOR	SBK	PRC-0000001591	Registered		1030264 31-May-1974	31-May-2003
Country: United Kingdom		Owner: WOLVERINE(MASSACHUSETTS) CORP. Class: 07 Goods:		Remarks:		

Trademark List

Client: PRC PROCTOR & SCHWARTZ, INC.

Trademark Name	Attorney(s)	Matter No.	Status	Application Number/ Filing Date	Registration Number/Date	Renewal Date/ First
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PROCTOR

PROCTOR & Design	SEIK	PRC-0000001364	Registered	509133 26-Apr-1989	509133 29-Oct-1999	26-Apr-2003
Country: India		Owner: WOLVERINE(MASSACHUSETTS) CORP. Class: 11 Goods: Installations for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purpose		Remarks: MARK IS BEING PUBLISHED FOR OPPOSITION PER LTR FROM AGENT DATED 8-26-94		

TRADEMARK
REEL: 2588 FRAME: 0871

Trademark List

Client: PRC PROCTOR & SCHWARTZ, INC.

Trademark Name	Attorney(s)	Matter No.	Status	Application Number/ Filing Date	Registration Number/Date	Renewal Date/ First
PROCTOR & DEVICE	SBK	PRC-0000001587	Registered		B228911 17-Jun-1966	17-Jun-2011
Country: Australia						
Owner: VOLVERNE(MASSACHUSETTS) CORP.						
Class: 7						
Goods: Machines and machine tools; motors (except for land vehicles); machine couplings and belting (except for land vehicles); large size						
Remarks:						
PROCTOR-SCHWARTZ	SBK	PRC-0000003413	Registered	811879127 19-Aug-1986	811879127 19-Aug-1996	19-Aug-2006
Country: Brazil						

Class: 37/42/44

Goods: Repair, maintenance and assembly services of industrial machines and equipment, and agricultural implements; repair, maintenance and assembly services related to machines and electrical, electronic and scientific apparatus

TRADEMARKS

<u>Reg. # - Issue Date</u>	<u>Description</u>	<u>Country</u>	<u>Expiration Date</u>
1444680 - 12/21/90	Jetzone	Japan	11/28/00
521814 - 7/24/92	Jetzone	Benelux	7/24/02
297289 - 11/23/84	Jetroast	Canada	

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
	None	

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
	None	

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
	None	

BO:84051.2

POWER OF ATTORNEY

This Power of Attorney is executed and delivered by WOLVERINE PROCTOR & SCHWARTZ, INC. ("Credit Party"), to General Electric Capital Corporation (hereinafter referred to as "Attorney"), as Lender, under a Loan and Security Agreement dated as even date herewith (the "Agreement"; capitalized terms are used herein as defined in the Agreement) between Credit Party, Attorney and the other signatories thereto. No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Credit Party as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Credit Party irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by Credit Party without Attorney's written consent upon payment in full of all Obligations due to Attorney under the Loan Documents.

Credit Party hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as Credit Party's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Credit Party and in the name of Credit Party or in its own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Loan Documents and, without limiting the generality of the foregoing, Credit Party hereby grants to Attorney the power and right, on behalf of Credit Party, without notice to or assent by Credit Party, and at any time, to do the following: (a) change the address for delivery of mail, open mail for Credit Party, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse and receive payment of, any checks, drafts, notes, acceptances, or other instruments for the payment of moneys due, and sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of Credit Party; (b) effect any repairs to any asset of Credit Party, or continue or obtain any insurance and pay all or any part of the premiums therefor and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such policies; (c) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against Credit Party or its property; (d) defend any suit, action or proceeding brought against Credit Party if Credit Party does not defend such suit, action or proceeding or if Attorney believes that Credit Party is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate; (e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Credit Party whenever payable and to enforce any other right in respect of Credit Party's property; (f) sell, transfer, pledge, compromise payment or make any other agreement with respect to, or otherwise deal with any property of Credit Party, and execute, in connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith; and (g) cause the certified public accountants then engaged by Credit Party to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (1) a reconciliation of all accounts; (2) an aging of all accounts; (3) trial balances; (4) test verifications of such accounts as Attorney may request, and (5) the results of each physical verification of inventory, all as though Attorney were the absolute owner of the property of Credit Party for all purposes, and to do, at Attorney's option and Credit Party's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon Credit Party's property or assets and Attorney's Liens thereon, all as fully and effectively as Credit Party might do. Credit Party hereby ratifies, to the extent permitted by law, all that said attorneys shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Credit Party, and Credit Party has caused its seal to be affixed pursuant to the authority of its Board of Directors on September 3, 2002.

WOLVERINE PROCTOR & SCHWARTZ, INC.

ATTEST: Ann C. Bonis
Ann C. Bonis, Assistant Secretary

By: [Signature]
Name: Mark Brown
Title: Chief Financial Officer

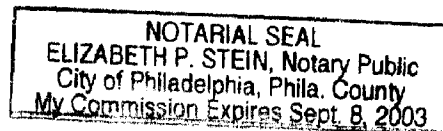
(SEAL)

Commonwealth of Pennsylvania :
: ss.
County of Philadelphia :

On the 13 day of September in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Brown personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Power of Attorney and acknowledged to me that he executed the same in his capacity as Chief Financial Officer, and that by his signature on the Power of Attorney, the individual, or the person upon behalf of which the individual acted, executed the Power of Attorney.

[Signature]
Notary Public
My Commission Expires:

SEAL



Doc. #605339v.2

RECORDED: 09/24/2002

TRADEMARK
REEL: 2588 FRAME: 0876