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11-05-2002



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

1. Name of conveying party(ies): 11-5-02

Ace Electrical Acquisition, LLC

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

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

2. Name and address of receiving party(ies)

Name: The Frost National Bank

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

Street Address: 1010 Lamar, Suite 700

City: Houston State: Texas Zip: 77002

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

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

Execution Date: October 25, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,409,313 1,084,682 1,214,691

Additional number(s) attached  Yes  No

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

Name: Paul C. Jorgensen

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

Street Address: Patton Boggs, LLP

2550 M Street, N.W.

City: Washington State: DC Zip: 20037

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

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-709

(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.

PAUL JORGENSEN

Name of Person Signing

Paul Jorgensen  
Signature

11/5/02

Date

11/05/2002 LNUJELLER 00000039 500709

1409313

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

13

01 FC:8521 40.00 CH  
02 FC:8522 50.00 CH

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

# TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made as of October 25, 2002 by and between **ACE ELECTRICAL ACQUISITION, LLC**, an Oklahoma limited liability company (the "Grantor") having a mailing address at 501 S. East Avenue, Columbus, Kansas 66725, and **THE FROST NATIONAL BANK**, a national banking association, doing business as FROST CAPITAL GROUP and formerly known as CREEKWOOD CAPITAL, having a mailing address at 1010 Lamar, Suite 700, Houston, Texas 77002 or at such other place as the Lender shall designate in writing to the Grantor ("Lender").

## BACKGROUND

Lender has entered into that certain Loan Agreement with Grantor (sometimes referred to herein as "Borrower"), dated as of the date hereof (as amended from time to time, the "Agreement"), which provides for certain credit accommodations from Lender to Borrower. In order to induce Lender to provide the credit accommodations set forth in the Agreement, Grantor agreed to execute and deliver to Lender, this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed in connection with the Agreement under which Lender is granted a lien on and security interest in the Trademarks, whereby Lender shall have the right to foreclose simultaneously, subject to grace periods set forth therein, on the Trademarks in the event of the occurrence and continuance of an Event of Default under the Agreement.

NOW, THEREFORE, in consideration of the premises, Grantor and Lender hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Texas Business and Commerce Code, as the same may from time to time be in effect in the State of Texas.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean trademark license agreements of Grantor as any of the same may from time to time be amended or supplemented.

"Proceeds" shall have the meaning assigned to it under the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Grantor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person

acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Security Agreement” shall mean this Trademark Collateral Security Agreement, as the same may from time to time be amended or supplemented.

“Trademarks” shall mean the U.S. registered trademarks and pending applications referenced in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Grantor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations (as defined in the Agreement), Grantor hereby grants and conveys to Lender a security interest (the “Security Interest”) in and to the following property: (a) the entire right, title and interest of Grantor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the goodwill of the business to which each of the Trademarks relates and (b) all of Grantor’s right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all accounts, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this Section 2 is hereinafter collectively called the “Collateral.”

3. Representations and Warranties. Grantor covenants and warrants that as of the date of this Security Agreement Grantor has the corporate power and authority to enter into this Security Agreement and perform its terms.

4. Covenants. Grantor covenants and agrees with Lender that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Indemnification. Grantor assumes all responsibility and liability arising from its use of the Trademarks, and Grantor hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Trademarks except a claim, suit, loss, damage or expense from Lender's gross negligence or willful misconduct. In any suit, proceeding or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, Grantor will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment, reduction or liability whatsoever of the obligee thereunder arising out of a breach of Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Lender unless attributable to the Lender's gross negligence or willful misconduct.

(b) Limitation of Liens on Collateral. Grantor will not create, permit or suffer to exist any lien, security interest, encumbrance, claim or right, in or to the Collateral, and to any of Grantor's rights under the Licenses and to the Proceeds thereof, other than Permitted Liens.

(c) Limitation on Further Uses of Trademarks. Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive license, or otherwise dispose of any of the Collateral, without written consent of Lender.

5. Lender's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Lender and any officer or Lender thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Security Agreement, upon the occurrence and during the continuation of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and during the continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by

Lender for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) Upon the occurrence and during the continuance of an Event of Default, to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral,

(iii) Upon the occurrence and during the continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may reasonably deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender reasonably deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or Lenders shall be responsible to Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Grantor also authorizes Lender to execute, in connection with the sale provided for in Section 8(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

6. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor is executing and delivering to Lender, in the form of Schedule 2 hereto, ten (10)

originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 5 hereof.

7. Performance by Lender of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Lender incurred in connection with such performance or compliance shall be payable by Grantor to Lender on demand and shall constitute Obligations secured hereby.

8. Remedies and Rights Generally.

(a) All payments received by Grantor under or in connection with any of the Collateral shall be held by Grantor in trust for Lender, shall be segregated from other funds of Grantor and shall forthwith upon receipt by Grantor, be turned over to Lender, in the same form as received by Grantor (duly endorsed by Grantor to Lender, if required); and

(b) Any and all payments received by Lender (whether from Grantor or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations as provided in the Agreement. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive the same.

(c) If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code, including, without limitation, sale of the Collateral. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Grantor shall also be liable for the reasonable fees of any attorneys employed by Lender to collect any such deficiency and also as to any reasonable attorney's fees incurred by Lender with respect to the collection of any of the Obligations and the enforcement of any of Lender's respective rights hereunder.

9. Termination. Upon payment in full of all Obligations and the termination of all Commitments and Letters of Credit, the Security Interests shall terminate and all rights to the Collateral shall revert to Grantor. Upon such termination of the Security Interests or release of any Collateral, Lender will, at the expense of Grantor, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

10. Notices. Any notice to Lender shall be deemed to have been duly given when given under the Agreement.

11. No Waiver. No course of dealing between Grantor 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 Agreement 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.

12. Cumulative Remedies. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

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. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties.

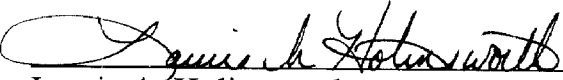
15. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties in accordance with the Agreement.

16. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Texas.


*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

**ACE ELECTRICAL ACQUISITION, LLC**


By:   
Laurie A. Holinsworth  
Vice President

WITNESS:



STATE OF TEXAS           §  
  §    ss.:  
COUNTY OF DALLAS    §

Before me, the undersigned, on this 25<sup>th</sup> day of October, 2002 personally appeared Laurie A. Holinsworth, to me known personally, and who being by me duly sworn, deposes and says that she is the Vice President of Ace Electrical Acquisition, LLC, and that said instrument was signed on behalf of said company by authority of its Members and Managers, and she acknowledged said instrument to be the free act and deed of said company.

  
Notary Public  
My Commission Expires:





**SCHEDULE A**

Schedule A to a Trademark Collateral Security Agreement dated as of October 25, 2002 by and between ACE ELECTRICAL ACQUISITION, LLC, and THE FROST NATIONAL BANK, a national banking association, doing business as FROST CAPITAL GROUP and formerly known as CREEKWOOD CAPITAL, as Lender.

<b>Reg. No. or Application No.</b>	<b>Mark</b>	<b>Reg. or Filing Date</b>
1,409,313	Accu-Sure	9/16/86
1,084,682	HD 5 Roller	2/07/78
1,214,691	Mega International	11/02/82

**SCHEDULE 1**

**Trademark Name**

**Trademark Holder**

**Term of License**

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**None.**

**SCHEDULE 2**

**SPECIAL POWER OF ATTORNEY**

October 25, 2002

STATE OF TEXAS           §  
                                  §    ss.:  
COUNTY OF DALLAS     §

KNOW ALL MEN BY THESE PRESENTS, that ACE ELECTRICAL ACQUISITION, LLC, an Oklahoma limited liability company (the "Grantor") having a mailing address at 501 S. East Avenue, Columbus, Kansas 66725 ("Grantor") pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes THE FROST NATIONAL BANK, a national banking association, doing business as FROST CAPITAL GROUP and formerly known as CREEKWOOD CAPITAL, having a mailing address at 1010 Lamar, Suite 700, Houston, Texas 77002, as Lender (hereinafter called the "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Grantor:

1. In accordance with the Security Agreement, assigning, selling or otherwise disposing of all right, title and interest of Grantor in and to the Trademarks listed on Schedule A of the Security Agreement, and including those Trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
  
2. In accordance with the Security Agreement, to execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Grantor and Lender and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

**ACE ELECTRICAL ACQUISITION, LLC**

By: \_\_\_\_\_  
Laurie A. Holinsworth  
Vice President

STATE OF TEXAS           §  
                                  §    ss.:  
COUNTY OF DALLAS    §

On this 25<sup>th</sup> day of October, 2002 before me personally came Laurie A. Holinsworth, to me known, who, being by me duly sworn, did depose and say that she is the Vice President of Ace Electrical Acquisition, LLC, the company described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Members and Managers of said company.

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Notary Public  
My Commission Expires: