

05-07-2003



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌

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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):

Centria

11-26-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 28, 2002

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association Internal Commercial Loan Service Address: Center/DCC

Street Address: 500 First Avenue

City: Pittsburgh State: PA Zip: 15219

- 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

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

A. Trademark Application No.(s) 75/669,513; 75/260,548

B. Trademark Registration No.(s) 2,438,328; 2,425,738; 2,425,770; 2,307,286

Additional number(s) attached Yes No

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

Name: Carl H. Settlemyer

Internal Address: Lutzker & Lutuzker LLP Suite 450

Street Address: 1000 Vermont Avenue, NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501571

DO NOT USE THIS SPACE

9. Signature.

Carl H. Settlemyer

Name of Person Signing

Signature

November 26, 2002

Date

Total number of pages including cover sheet, attachments, and document: 59

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

12/06/2002 67011 00000069 501571 75669513

01 FC:0521 40.00 CH 02 FC:0522 125.00 CH

TRADEMARK REEL: 002645 FRAME: 0769

**SUPPLEMENT TO SECURITY AGREEMENT AND
COLLATERAL ASSIGNMENT - INTELLECTUAL PROPERTY**

THIS SUPPLEMENT TO SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT - INTELLECTUAL PROPERTY (this "**Supplement**") is made as of June 28, 2002, by and between **CENTRIA**, a Pennsylvania general partnership, successor by name change to **SMITH STEELITE** (the "**Borrower**"), and **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**").

BACKGROUND

A. The Borrower, MetalWorks, L.P., and CENTRIA, Inc. have executed and delivered to the Bank (or a predecessor which is now known by the Bank's name as set forth above), one or more promissory notes, letter agreements, loan agreements, security agreements, mortgages, pledge agreements, collateral assignments, and other agreements, instruments, certificates and documents, (collectively as amended from time to time, the "**Loan Documents**") which evidence or secure some or all of the obligations to the Bank for one or more loans or other extensions of credit (the "**Obligations**").

B. To secure the Obligations, the Borrower has executed and delivered that certain Security Agreement and Collateral Assignment - Intellectual Property attached hereto as Exhibit "A" (the "**Original Security Agreement**").

C. In connection with a refinancing of the Obligations, the Borrower, MetalWorks, L.P. and/or CENTRIA, Inc. executed and delivered certain amendments and restatements of the Loan Documents, including without limitation a new agreement (the "**Security Agreement**") relating to the collateral assignment and granting of a security interest in certain intellectual property, including but not limited to intellectual property the subject of the Original Security Agreement.

D. The Borrower, Metalworks, L.P., Centria, Inc. and the Bank desire to supplement the Original Security Agreement as provided for in this Supplement to evidence of record, *inter alia*, the additional liens of the Bank in such items of intellectual property (the "**Additional Collateral**") which were not previously the subject of the Original Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Original Security Agreement has been amended and restated in its entirety as set forth on Exhibit "B". Any and all references to any Loan Document in any other Loan Document shall be deemed to refer to such Loan Document as amended, substituted or modified through and including the date hereof. This Supplement is deemed incorporated into each of the Loan Documents. Any initially capitalized terms used in this Supplement without definition shall have the meanings assigned to those terms in the Loan Documents. To the extent that any term or provision of this Supplement is or may be inconsistent with any term or provision in any Loan Document, the terms and provisions of this Supplement shall control.

2. Each of the items of intellectual property set forth on Exhibit C, Exhibit D and Exhibit E (the Additional Collateral) are, *inter alia*, items which were not among the Intellectual Property described under the Original Security Agreement which are items of Collateral under the Security Agreement. This Supplement is being executed and delivered for purposes of evidencing of record the Bank's lien in the Additional Collateral and to evidence the restatement of the Original Security Agreement pursuant to the terms of the Security Agreement.

2. The Borrower hereby certifies that: (a) all of its representations and warranties in the Loan Documents, as amended by this Supplement, are, except as may otherwise be stated in this Supplement: (i) true and correct as of the date of this Supplement, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Supplement by reference, (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under any Loan Document which will not be cured by the execution and effectiveness of this Supplement, (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Supplement or, if required, has been obtained, and (d) this Supplement has been duly authorized, executed and delivered so that it constitutes a legal, valid and binding obligation, enforceable in accordance with its terms. The Borrower confirms that the Obligations remain outstanding without defense, set off, counterclaim, discount or charge of any kind as of the date of this Supplement.

3. The Borrower hereby confirms that any collateral for the Obligations, including liens, security interests, mortgages, and pledges granted by the Borrower (under the Agreement or otherwise) or third parties (if applicable), shall continue unimpaired and in full force and effect, and shall cover and secure all of the Borrower's existing and future Obligations to the Bank.

4. This Supplement may be signed in any number of counterpart copies and by the parties to this Supplement on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Supplement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Supplement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

5. This Supplement will be binding upon and inure to the benefit of the Borrower and the Bank and their respective heirs, executors, administrators, successors and assigns.

6. This Supplement has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Bank's office indicated in the Loan Documents is located. This Supplement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State where the Bank's office indicated in the Loan Documents is located, excluding its conflict of laws rules.

7. Except as amended hereby, the terms and provisions of the Loan Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Supplement shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of the Bank's rights and remedies (all of which are hereby reserved).

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Supplement to be executed by their respective duly authorized partners and/or officers as of the date first written above.

WITNESS/ATTEST:

CENTRIA, a Pennsylvania general partnership

By: SMST MANAGEMENT CORP., its
Managing Partner

By: Catherine M. Clay

Name:

Title: Administrative Assistant

By: Mark E. McDonel (SEAL)

Name: Mark E. McDonel

Title: Vice President / Treasurer

PNC BANK, NATIONAL ASSOCIATION, as
Agent for the Lenders

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Supplement to be executed by their respective duly authorized partners and/or officers as of the date first written above.

WITNESS/ATTEST:

CENTRIA, a Pennsylvania general partnership

By: SMST MANAGEMENT CORP., its
Managing Partner

By: _____
Name:
Title:

By: _____ (SEAL)
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION, as
Agent for the Lenders

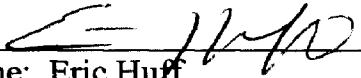
By:  _____
Name: Eric Huff
Title: Assistant Vice President

EXHIBIT A
ORIGINAL SECURITY AGREEMENT
DATED JUNE 27, 1996

SEE ATTACHED

**SECURITY AGREEMENT AND COLLATERAL
ASSIGNMENT - INTELLECTUAL PROPERTY**

THIS SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT - INTELLECTUAL PROPERTY (this Security Agreement and Collateral Assignment - Intellectual Property, together with all extensions, renewals, amendments, substitutions and replacements hereto and hereof is hereinafter referred to as the "Security Agreement") is dated as of June 27, 1996 and effective June 28, 1996 and is made and entered into by and between SMITH STEELITE, a Pennsylvania general partnership (the "Debtor") and PNC BANK, NATIONAL ASSOCIATION, a national banking association (the "Secured Party"), for and on behalf of the Lenders which are parties to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement (the Credit Agreement and all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to herein as the "Credit Agreement") dated as of June 28, 1996 by and between the lenders who are parties thereto (collectively the "Lenders"), PNC Bank, National Association as Agent for the Lenders (in such capacity the "Agent"), PNC Bank, National Association, as the issuer of Letters of Credit (in such capacity the "Issuing Bank") and the Debtor as the borrower, the Lenders have agreed to make available to the Debtor the Revolving Credit Commitment in an aggregate principal amount not to exceed \$25,000,000, with a sublimit of \$5,000,000 for Letters of Credit, and the Term Loan in an initial principal amount of \$7,500,000, which amount may, at the discretion of the Lenders, be increased to an amount not to exceed \$10,500,000, which Indebtedness is or will be evidenced by, respectively, Revolving Credit Notes and Term Notes payable to the Lenders, bearing interest as provided in the Credit Agreement and to be repaid at the times and places and in the manner set forth in the Credit Agreement, and containing other terms and provisions as set forth in the Credit Agreement; and

WHEREAS, to secure the prompt payment in full to the Lenders of the Obligations, as such term is defined in the Credit Agreement, the Debtor has agreed to execute and deliver to the Secured Party, for and on behalf of the Lenders and the Issuing Bank, this Security Agreement.

NOW, THEREFORE, in consideration of the premises (each of which is incorporated herein by reference) and the mutual promises contained herein and other

valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the intent to be legally bound hereby, and for the purpose of securing:

(i) the performance of all of the terms and provisions contained in the Notes, including, but not limited to, the payment of the aggregate unpaid principal balance of the Notes (including all advances heretofore and hereafter made and evidenced by the Notes) and interest thereon to the Lenders, their respective successors and assigns, according to the provisions and conditions of the Notes, as they may be amended, extended or renewed from time to time, and in discharge thereof;

(ii) the performance by the Debtor and the other Loan Parties of all of the terms and provisions contained in the Credit Agreement, this Security Agreement and all of the other Loan Documents to which either of them is a party, as they may be amended, modified or supplemented from time to time, the terms and provisions of all of such documents being specifically incorporated herein by reference as though set forth herein; and

(iii) the Debtor's and the other Loan Parties' payment of any and all of the Obligations owed by them to the Lenders, the Agent, the Issuing Bank and the Secured Party, whether now or hereafter existing or incurred and whether direct or indirect as guarantor, by virtue of any assignment, pledge or other transfer or disposition to any of them of Indebtedness and other obligations of the Debtor and the other Loan Parties to one or more third parties, or otherwise,

the Debtor and the Secured Party hereby agree as follows:

1. **Security Interest in Patents, Trademarks and Licenses.** The Debtor hereby grants, bargains, assigns, mortgages, pledges, sells, creates and grants a security interest in, transfers, and conveys to the Secured Party, and its successors and assigns for and on behalf of the Lenders and the Issuing Bank, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law or by the Licenses referred to herein, all of the Debtor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d) of this subsection 1(i), are

sometimes hereinafter referred to individually as a "Patent" and collectively as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof and therefor, together with the items described in clauses (a) through (d) of this subsection 1(ii), are sometimes hereinafter referred individually as a "Trademark" and collectively as the "Trademarks");

(iii) copyrights, copyright registrations and copyright applications, including, without limitation, the copyrights and applications and registrations thereof and therefore listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights and applications and registrations thereof and therefor, together with the items described in clauses (a) through (d) of this subsection 1(iii), are sometimes hereinafter referred individually as a "Copyright" and collectively as the "Copyrights");

(iv) all license agreements with respect to any of the Patents, Trademarks or Copyrights, or any other patent, trademark, copyright, service mark or any application or registration thereof or any other tradename or tradestyle between the Debtor and any other party, whether the Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 1 attached hereto and hereby made a part hereof (all of the foregoing license agreements and the Debtor' rights thereunder are referred to collectively as the "Licenses"); and

(v) the goodwill of the Debtor's business connected with and symbolized by the Trademarks.

All of the Patents, Trademarks, Copyrights and Licenses described in items (i) through (iv) above are hereinafter referred to collectively as the "Intellectual Property".

2. Representations and Warranties. The Debtor warrants and represents to the Secured Party that:

(i) Except for Intellectual Property no longer used by the Debtor in its business (A) no Intellectual Property has been adjudged invalid or unenforceable or have been cancelled, in whole or in part, and (B) all Intellectual Property is presently subsisting;

(ii) To the best of the Borrower's knowledge, all of the Intellectual Property is valid and enforceable;

(iii) Except as described in the Licenses, the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the Intellectual Property, free and clear of any Liens, including without limitation licenses, shop rights and covenants by the Debtor not to sue third persons;

(iv) Except for Intellectual Property no longer used by the Debtor in its business, the Debtor has adopted, used and is currently using all of the Intellectual Property;

(v) The Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Intellectual Property;

(vi) The execution and delivery of this Security Agreement by the Debtor, and the performance by the Debtor of its obligations hereunder, will not conflict with the terms of, or cause a default under, any License, any contract or agreement to which the Debtor is a party or by which it is bound, or any Governmental Rule to which the Debtor, its business or properties, is subject;

(vii) All of the Intellectual Property owned, used or licensed by the Borrower and its Subsidiaries is owned, used or licensed by the Borrower and not by any Subsidiary; and

(viii) The execution, delivery and performance by Debtor of this Security Agreement has been authorized by all necessary action of the Debtor.

3. **Restrictions on Future Agreements.** The Debtor agrees that until the Obligations shall have been satisfied in full and the Revolving Credit Commitment shall have been terminated, the Debtor shall not sell or assign its interest in, or grant any additional Licenses under, any of the Intellectual Property or enter into any other agreement with respect to any of the Intellectual Property which is inconsistent with the Debtor's obligations under this Security Agreement, without the prior written consent of the Secured Party, and the Debtor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Secured Party under this Security Agreement.

4. **New Patents, Trademarks and Licenses.** The Debtor represents and warrants that the Intellectual Property listed on Schedule 1 constitutes all of the Intellectual Property now owned by the Debtor. If before the Obligations shall have been satisfied in full or before the Credit Agreement has been terminated, the Debtor shall (i) become aware of any existing Intellectual Property of which the Debtor has not previously informed the Secured Party, (ii) obtain rights to any new patentable inventions or other Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property or any improvement on any Patent, the provisions of this Security Agreement shall automatically apply thereto and the Debtor shall give to the Secured Party prompt written notice thereof. The Debtor hereby authorizes the Secured Party to modify this Security Agreement from time to time by amending Schedule 1 to include any such new or future Intellectual Property.

5. **Royalties; Terms.** The term of the collateral assignment and security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective items of Intellectual Property assigned hereunder and (ii) the Obligations have been paid in full and the Revolving Credit Commitment has been terminated. Upon the occurrence of an Event of Default, the Debtor agrees that the use by the Secured Party of all Intellectual Property shall be worldwide and without any liability for royalties or other related charges from the Secured Party to the Debtor.

6. **Events of Default.** From and after the occurrence of and during the continuance of an Event of Default, the Secured Party shall have, in addition to all other rights and remedies given it by this Security Agreement and the other Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any of the jurisdictions in which the Intellectual Property may be located or governed.

7. **Secured Party's Right to Inspect.** Upon five (5) days' notice to the Debtor, the Secured Party shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Obligations and the termination of the Revolving Credit Commitment, to inspect the Debtor's premises and to examine the Debtor's books, records and operations, including, without limitation, the Debtor's and its Subsidiaries' quality control processes. The Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide the Secured Party, upon the Secured Party's request from time to time, with a certificate of an Authorized Officer certifying the Debtor's and the Subsidiaries' compliance with the foregoing. Upon the occurrence of and during the continuance of an Event of Default, the Debtor agrees that the Secured Party, or a conservator appointed by the Secured Party, shall have the right to establish such additional product quality controls as the Secured Party, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by the Debtor or any Subsidiary under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and the termination of the Revolving Credit Commitment, the Secured Party shall execute and deliver to the Debtor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in the Debtor full title to the Intellectual Property, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto and pursuant to the Credit Agreement or the other Loan Documents.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Debtor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses, incurred by the Secured Party 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, counsel fees, maintenance fees, Liens or otherwise in protecting, maintaining or preserving the Intellectual Property or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by the Debtor on demand by the Secured Party and until so paid shall bear interest at an applicable rate as provided in the Credit Agreement, shall become part of the Obligations secured hereby and, if not paid upon demand, shall bear interest at the Default Rate until paid.

10. Duties of Debtor. The Debtor shall have the duty (i) to prosecute in a commercially reasonable manner any patent, trademark, copyright or service mark applications pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Revolving Credit Commitment terminated, (ii) to make application on unpatented but patentable inventions and on trademarks, copyrights and service marks, as appropriate, and to the extent commercially reasonable, (ii) to preserve and maintain all rights in the Intellectual Property, and (iv) to ensure that the Intellectual Property is and remains enforceable. Any expenses incurred in connection with the Debtor's obligations under this Section 10 shall be borne by the Debtor and shall become part of the Obligations secured hereby. The Debtor shall not abandon any right to file a patent, trademark, copyright or service mark application, or abandon any pending patent application, or any other Intellectual Property without the consent of the Secured Party.

11. Secured Party's Right to Sue. After the occurrence of and during the continuance of an Event of Default, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and, if the Secured Party shall commence any such suit, the Debtor 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 and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party for all reasonable costs and expenses incurred by the Secured Party in the exercise of its rights under this Section 11, which shall become part of the Obligations secured hereby.

12. Power of Attorney; Effect on Loan Documents. The Debtor hereby makes, constitutes and appoints the Secured Party and any of its officers, directors, employees and authorized agents as the Secured Party may select, in its sole discretion, the true and lawful agent and attorney-in-fact of the Debtor, with full power of substitution, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as the Secured Party deems to be in the best interest of the Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. The Secured Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney granted under this Section 12 shall be irrevocable until the Obligations shall have been paid in full and the Revolving Credit Commitment has been terminated, and shall be deemed to be coupled with an interest. The Debtor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Loan 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 Security Agreement and the other Loan Documents, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located.

13. Defeasance. Upon the full discharge and satisfaction of the Obligations and the termination of the Revolving Credit Commitment, all rights herein assigned to the Secured Party shall terminate, and all estate, right, title and interest of the Secured Party in and to each and every one of the items of Intellectual Property shall revert to the Debtor. The Secured Party shall file all requisite termination statements and do all such other acts as are reasonably required of it to evidence the termination of the security interest granted hereby.

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

15. Defined Terms. All capitalized terms used herein as defined terms which are not defined herein but which are defined in the Credit Agreement shall have the same meanings herein as are given them in the Credit Agreement.

16. Secured Party's Ability to Deal With Security. The Secured Party may have or in the future may hold other security and/or guaranties to secure all or any part of the Obligations but it is specifically understood and agreed by the Secured Party that neither the execution and delivery of this Security Agreement nor the holding of any other security

and/or guaranty shall at any time or in any respect operate to prevent or hinder the Secured Party from resorting first to such other security and/or guaranty or first to any of the Intellectual Property or first from time to time to both. In addition, the Secured Party may from time to time as it sees fit, in its sole and uncontrolled discretion, resort to all or any part of the Intellectual Property, without resorting to all or any other security and/or guaranty securing the Obligations, or to all or any part of any other security and/or guaranty securing the Obligations without resorting to all or any part of the Intellectual Property, and such action on the Secured Party's part shall not in any respect be considered as a waiver of any of the benefits or rights of the Secured Party relating to the Intellectual Property or such other security and/or guaranties.

17. **Amendments and Waivers.** The Secured Party and the Debtor may from time to time enter into amendments, extensions, supplements and replacements to and of this Security Agreement, and the Secured Party may from time to time waive compliance with a provision hereof. No amendment, extension, supplement, replacement or waiver shall be effective unless it is in writing and is signed by the Secured Party and the Debtor. All waivers shall be effective only for the specific instance and for the specific purpose for which it is given.

18. **Exercise of Remedies; Remedies Cumulative.** No delay on the part of the Secured Party or failure of the Secured Party to exercise any power, right or remedy under this Security Agreement and any other Loan Document shall operate as a waiver hereof, nor shall any single or partial exercise of any power, right or remedy or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude other or further exercises thereof, or the exercise of any other power, right or remedy. The rights and remedies in this Security Agreement are cumulative and not exclusive of any rights or remedies (including, without limitation, the right of specific performance) which the Secured Party would otherwise have.

19. **Taxes.** The Debtor shall pay any and all stamp, document, transfer or recording taxes, filing fees and similar impositions payable or hereafter determined by the Secured Party to be payable in connection with this Security Agreement and any other documents, instruments and transactions pursuant to or in connection with any of the Loan Documents. The Debtor agrees to save the Secured Party harmless from and against any and all present and future claims or liabilities with respect to, or resulting from, any delay in paying or failure to pay any such taxes or similar impositions. The joint and several obligations of the Debtor pursuant to this Section 19 shall survive the termination of this Security Agreement and the repayment of the Obligations.

20. **Expenses.** The Debtor shall pay to the Secured Party on demand all reasonable expenses incurred by the Secured Party from time to time, including but not limited to reasonable attorneys' fees and expenses, incurred in protecting the Intellectual Property and the Secured Party's rights therein and in enforcing the rights and remedies of

the Secured Party hereunder, together with interest thereon calculated at the Default Rate if any such amount is not paid upon demand. The obligations of the Debtor pursuant to this Section 20 shall survive the termination of this Security Agreement and the repayment of the Obligations, and shall be part of the Obligations secured hereby.

21. **Notices.** All notices required to be delivered pursuant to this Security Agreement shall be in writing and shall be delivered in accordance with, and to the addresses set forth in, and shall become effective in accordance with, Section 10.4 of the Credit Agreement.

22. **Successors and Assigns.** This Security Agreement shall be binding upon the Debtor and the Secured Party and their respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns; provided, however, that the Debtor shall not assign its rights or duties hereunder or under any of the other Loan Documents without the prior written consent of the Secured Party.

23. **Severability.** Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

24. **Survival.** All representations, warranties, covenants and agreements of the Debtor contained herein or in the other Loan Documents or made in writing in connection herewith shall survive the issuance of the Notes and shall continue in full force and effect so long as the Debtor may borrow under the Credit Agreement and so long thereafter until payment in full of the Notes and the Obligations is made.

25. **GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, EXCEPTING APPLICABLE FEDERAL LAW AND EXCEPT ONLY TO THE EXTENT PRECLUDED BY THE MANDATORY APPLICATION OF THE LAW OF ANOTHER JURISDICTION.**

26. **FORUM. THE PARTIES HERETO AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT MAY BE COMMENCED IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA OR IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND THE PARTIES HERETO AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN EITHER OF SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL**

JURISDICTION IF SERVED PERSONALLY OR BY CERTIFIED MAIL TO THE PARTIES AT THEIR ADDRESSES DESCRIBED IN SECTION 21, OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. FURTHER, THE DEBTOR HEREBY SPECIFICALLY CONSENTS TO THE PERSONAL JURISDICTION OF THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA AND THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND WAIVES AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED FROM RAISING ANY OBJECTION BASED ON FORUM NON CONVENIENS, ANY CLAIM THAT EITHER SUCH COURT LACKS PROPER VENUE OR ANY CLAIM THAT EITHER SUCH COURT LACKS PERSONAL JURISDICTION OVER THE DEBTOR SO AS TO PROHIBIT EITHER SUCH COURT FROM ADJUDICATING ANY ISSUES RAISED IN A COMPLAINT FILED WITH EITHER SUCH COURT AGAINST THE DEBTOR BY THE SECURED PARTY CONCERNING THIS SECURITY AGREEMENT OR PAYMENT TO THE SECURED PARTY. THE DEBTOR HEREBY ACKNOWLEDGES AND AGREES THAT THE CHOICE OF FORUM CONTAINED IN THIS SECTION 26 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT OF ANY JUDGMENT OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THE LOAN DOCUMENTS TO ENFORCE THE SAME IN ANY APPROPRIATE JURISDICTION.

27. Construction. In this Security Agreement (except as otherwise expressly provided or unless the context otherwise requires), (i) the singular shall include the plural, and vice-versa, (ii) the masculine and feminine genders shall include the neuter gender, and vice-versa, (iii) the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Security Agreement as a whole and not to any particular provision of this Security Agreement and (iv) all references to particular Sections, items, clauses, exhibits and schedules are references to the Sections, items, clauses, exhibits and schedules of and to this Security Agreement.

28. Integration. This Security Agreement is the entire agreement between the parties relating to this security transaction and it supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the transactions provided for herein.

29. Headings. Section headings used in this Security Agreement are intended for convenience only and shall not affect the meaning or construction of this Security Agreement.

30. Counterparts. This Security Agreement and any amendment hereto may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this Security Agreement or any

amendment hereto, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.


31. **WAIVER OF JURY TRIAL.** IN ORDER TO EXPEDITE THE RESOLUTION OF ANY DISPUTES WHICH MAY ARISE UNDER THIS SECURITY AGREEMENT, AND IN LIGHT OF THE COMPLEXITY OF THE TRANSACTIONS CONTEMPLATED UNDER THIS SECURITY AGREEMENT, THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR ANY KIND OR NATURE IN ANY COURT TO WHICH THEY MAY BOTH BE PARTIES, WHETHER ARISING OUT OF, UNDER, OR BY REASON OF THIS SECURITY AGREEMENT OR ANY OTHER TRANSACTION BETWEEN THEM OF ANY KIND OR NATURE, AND BOTH PARTIES ACKNOWLEDGE THAT SUCH WAIVER HAS BEEN SPECIFICALLY NEGOTIATED AS PART OF THIS SECURITY AGREEMENT.

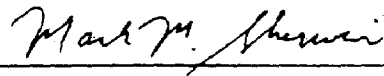
IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound hereby, have caused this Security Agreement and Collateral Assignment - Intellectual Property to be duly executed by their respective duly authorized officers or partners as of the date first written above.

SMITH STEELITE, a Pennsylvania
general partnership

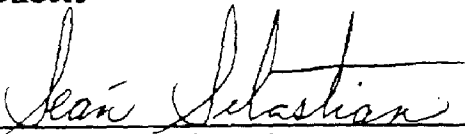
ATTEST:

By: SMST MANAGEMENT CORP., its
Managing General Partner

By: 
Name: Mark E. McDonel
Title: Vice President/Treasurer

By:  (SEAL)
Name: Mark M. Sherwin
Title: President

PNC BANK, NATIONAL ASSOCIATION, as
Secured Party for and on behalf of
the Lenders

By:  (SEAL)
Name: Sean Sebastian
Title: Assistant Vice President

-11-

ACKNOWLEDGEMENTS

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 27th day of June, 1996, before me, a Notary Public, personally appeared Mark M. Shearin, who acknowledged himself to be the President of SMST MANAGEMENT CORP., a Pennsylvania corporation and the Managing General Partner of SMITH STEELITE, the Debtor, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained and in the capacity therein stated, by signing the name of such corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

Eric W. Larkins
Notary Public

My Commission Expires: seal
Eric W. Larkins, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan. 1, 2000
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this the 27th day of June, 1996, before me, a Notary Public, personally appeared Sean Sebastian, who acknowledged himself to be the Assistant Vice President of PNC BANK, NATIONAL ASSOCIATION, and that he as such Assistant Vice President, being authorized to do so, executed the foregoing Security Agreement and Collateral Assignment - Intellectual Property for the purposes therein contained by signing the name of PNC Bank, National Association by himself as such Assistant Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

Eric W. Larkins
Notary Public

My Commission Expires:
Notarial Seal
Eric W. Larkins, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan. 1, 2000
Member, Pennsylvania Association of Notaries

THIS INSTRUMENT PREPARED BY AND
AFTER FILING RETURN TO:

Linda A. Acheson, Esquire
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

SCHEDULE I

Patents

Title	Country	File Number	Issue Date	Patent Number
Snap Action Panel Wall Construction	USA	930614	8/18/81	4,283,897 ✓
Insulated Building Panel Wall Construction	USA	930613	5/19/81	4,267,679 ✓
Fire Resistant Foam Insulated Building Panels	USA	936012	7/23/85	4,530,877 ✓
Integrated Window and Wall System Building Panel Joint	USA	930611	6/14/83	4,387,542 ✓
Controlled Destructive Panel Assembly	USA	930610	11/7/78	4,123,885 ✓
Controlled Destructive Panel Assembly	USA	930609	6/13/78	4,094,108 ✓
	USA	930608	9/27/77	4,050,204 ✓
	Canada	930318	5/3/77	1,009,691
	Canada	930318-01	1/17/78	1,024,554
	Canada	930318-02	3/27/79	1,051,165
	Canada	930318-03	5/22/79	1,054,769

Trademarks

Mark	Country	File Number	Registration Date	Registration Number	Renewal Date
Cap System	USA	930624	5/5/92	1,685,733 ✓	5/5/02
Channel-Rib	USA	930591	6/23/59	680,640	6/23/99
Clos-Rib	USA	930592	6/23/59	680,641	6/23/99
Colorgard	USA	930596	6/26/62	733,240 ✓	6/26/02
Contourwall	USA	930589	6/16/59	680,260	6/16/99

Mark	Country	File Number	Registration Date	Registration Number	Renewal Date
Corrstan	Australia	930320	4/14/80	A344,966	4/14/01
Corrstan	Canada	930321	9/9/77	222,983	9/9/07
Corrstan	United Kingdom	930322	8/12/76	1,067,102	8/12/97
Corrstan	USA	930619	10/7/69	878,025 ✓	10/7/09
Econo-Aire	USA	930617	12/22/64	782,080 ✓	12/22/04
Econo-Dur	USA	930618	11/30/65	799,399 ✓	11/30/05
Econo-Lap	USA	930616	10/4/60	705,136 ✓	10/4/00
Econo-Lux	USA	930615	8/2/60	702,085	8/2/00
Foamwall	USA	930598	4/22/69	868,530 ✓	4/22/09
Hepco & Design	USA	930593	9/1/59	684,299	9/1/99
Peelcote	USA	930595	9/19/61	721,513	9/19/01
Ribwall	USA	930590	6/23/59	680,639	6/23/99
Shadow an Egsco Product	USA	930594	4/11/61	713,750 ✓	4/11/01
Smith Steelite with Logo	USA	950482	11/15/94	1,862,239 ✓	11/15/04
Smitty & Design	USA	930597	3/31/64	767,726 ✓	3/31/04
SRS	USA	930661	10/23/90	1,618,413 ✓	10/23/00
Steelite and Design	USA	930620	12/14/82	1,219,683 ✓	12/14/02
Ultrafinish	USA	930662	12/22/92	1,742,110	12/22/02

COPYRIGHTS

File 120:US Copyrights 1978-1996/Jun 10
(c) format only 1996 Dialog Info.Svcs.

3/2/1

Creative financing.

APPLICATION TITLE: Contents for "Creative financing" binder
CLASS: TX (Textual Works)
LC RETRIEVAL CODE: B (Monographic works of a non-dramatic
literary nature)
STATUS: Registered
REGISTRATION NUMBER: TX825017 ✓
DATE REGISTERED: December 30, 1981 (19811230)
DATE OF CREATION: 1981
DATE OF PUBLICATION: December 28, 1981
AUTHOR(s): Armco Building Systems
OWNER(s) : Armco; [Armco Building Systems]
REGISTRATION DEPOSIT: 1 v.

3/2/2

Construction skills handbook / Armco Building Systems.

CLASS: TX (Textual Works)
LC RETRIEVAL CODE: B (Monographic works of a non-dramatic
literary nature)
STATUS: Registered
REGISTRATION NUMBER: TX673592 ✓
DATE REGISTERED: April 15, 1981 (19810415)
DATE OF CREATION: 1981
DATE OF PUBLICATION: April 07, 1981
AUTHOR(s): [Armco Building Systems]; [Armco]
OWNER(s) : Armco; [Armco Building Systems]
REFERENCE: Armco. SEE Armco Building Systems.
LIMITATION OR NEW MATTER: NM: "additional textual and pictorial
material, compilation of preexisting material."
REGISTRATION DEPOSIT: 1 v.

Intellectual Property
United States Trademark Registrations

<u>Mark</u>	<u>Registration #</u>
ROBERTSON	✓562120 ✓
Q-JET	✓723614 ✓
Q-VENT	✓723868 ✓
Q-PANEL	✓724104 ✓
Q-DECK	✓724106 ✓
Q-FLOOR	✓724108 ✓
VITRALUME	✓777218 ✓
STURDI-RIB	✓778949 ✓
HUSKI-RIB	✓782674 ✓
VERSACOR	✓805428 ✓
Bifurcated Vertical Arrow	✓814006 ✓
Q-LOCK	✓824741 ✓
MAGNA-RIB	✓861251 ✓
DURASIL	✓861559 ✓
ROBERTSON & Design "r"	✓979423 ✓
ROBERTSON & Design "r"	✓980280 ✓
TAPMATE	✓988816 ✓
TAPWAY	✓997496 ✓
FORMA WALL	✓1020342 ✓
ULTRA-FLOW	✓1177095 ✓
ULTRA-FLOW & Design	✓1191130 ✓
TAPROUTE	✓1210912 ✓
POWER FLOW & Design	✓1242717 ✓
VERSAWALL	✓1419202 ✓
VERSAPANEL	✓1569746 ✓
ROBERTSON & Design "r"	✓1656651 ✓
ROBERTSON & Design "r"	1669250
VERSAWALL	1683581
VERSAPANEL	✓1683582 ✓
ROBERTSON & Design "r"	✓1687080 ✓
VERSACOR	✓1706128 ✓
INRYCO	1726989

FOREIGN TRADEMARKS AND APPLICATIONS

<u>Mark</u>	<u>Registration #</u>
Q	17363 Canada
Q-DECK	134334 Canada
Q-HANGER	134336 Canada
Q-PANEL	134337 Canada
TAPROUTE	280277 Canada
TAPMATE	280486 Canada
Q-FLOOR	284745 Canada
TAPWAY	285809 Canada
TR DUCT	304849 Canada
ROBERTSON	973460 Japan
TAPWAY	2275577 Japan
TAPROUTE	2279807 Japan
Q-FLOOR	2289195 Japan
TAPMATE	2495104 Japan
MAPROUTE	2414909 Japan
QL	2656641 Japan

United States Patents

<u>Patent</u>	<u>Patent #</u>
COATING	4167150 ✓
FORMAWALL	4176503 ✓
FLOOR CLOSURE DEVICE	4178469 ✓
ELECTRICAL WIRING SYSTEM	4194332 ✓
COATING	4210682 ✓
SR3	4223503 ✓
WALL	4227593 ✓
FIRE RESISTANT ELECTRICAL WIRING	4232493 ✓
WALL	4257549 ✓
FORMAWALL	4262514 ✓
ELECTRICAL ACTIVATING ASSEMBLY	4289921 ✓
ELECTRICAL ACTIVATING ASSEMBLY	4297524 ✓
FORMAWALL	4304083 ✓
SURFACE MOUNTED OUTLET UNIT	4323723 ✓
FIRE RESISTANT FLOOR STRUCTURE	4324078 ✓
ISOLATOR DEVICE	4335269 ✓
SR3	4400922 ✓
SR3	4466224 ✓
SR3	4467582 ✓
FIELD ASSEMBLED CELLULAR UNIT	4554771 ✓
UNDERFLOOR ACCESS HOUSING	4603523 ✓
CLOSURE MEMBER FOR ELECTRICAL	4656798 ✓
ACCESS FLOOR SYSTEM	4850162 ✓
CELLCAST	5317846 ✓

Foreign Patents

<u>Patent</u>	<u>Patent #</u>
UNDER FLOOR ACCESS HOUSING	1185221 Japan
METAL CELLULAR DECKING	1062492 Canada
METAL RACEWAY	1102716 Canada
ELECTRICAL WIRING DISTRIBUTION	1115080 Canada
FIRE RESISTANT ELECTRICAL SYSTEM	1119110 Canada
ISOLATOR DEVICE	1166174 Canada

Foreign Patents Application

	<u>Application #</u>
UNDER FLOOR WIRE DISTRIBUTING REINFORCED CONCRETE FLOOR	03-305989 Japan

Other

Robertson Ceco granted Cyclops a license under U. S. Patent No. # 4,554,771 and U. S. Pate No. # 4,594,826. In return, Cyclops granted to Robertson a license under U.S. Patent No.# 4,593,507; 4,584,803; 4,387,542; 4,094,108; 4,080,204; and 3,797,190. Additionally, Cyclops granted a license to Robertson under any Cyclops patent which may issue from patent application bearing Serial No. 840,379 filed March 17, 1986. which has since matured into Pate No. # 4,781,001.

Patent Assignment

IN FLOOR AIR DISTRIBUTION

5344364 U. S.

Assigned to AFDC, Inc. July 13, 1995.

Other

Kawatetsu Technical Assistance Agreement dated March 22, 1988.

Vector License agreements.

Intellectual Property Licensing Agreement with Robertson Ceco. (attached)

INTELLECTUAL PROPERTY LICENSING AGREEMENT

This INTELLECTUAL PROPERTY LICENSING AGREEMENT (this "Licensing Agreement") dated as of January 31, 1992 by and between ROBERTSON-CECO CORPORATION, a Delaware corporation having its principal executive office in Pittsburgh, Pennsylvania ("Robertson-Ceco"), and UNITED DOMINION INDUSTRIES, INC., a Delaware corporation having its principal executive office in Charlotte, North Carolina ("UDI").

WITNESSETH THAT:

WHEREAS, Robertson-Ceco and UDI entered into an Agreement of Purchase and Sale of Assets (the "Purchase Agreement") dated December 20, 1991;

WHEREAS, Robertson-Ceco is the owner of certain know-how and trademark rights and UDI is desirous of acquiring such know-how and trademark rights;

WHEREAS, Robertson-Ceco will assign certain intellectual property to UDI pursuant to several agreements of assignment (the "Assignments") as of the Closing (as such term is defined in the Purchase Agreement), effective as of the Effective Date (as such term is defined in the Purchase Agreement); and

WHEREAS, it is a condition precedent to the Closing that Robertson-Ceco and UDI execute this Licensing Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and intending to be legally bound hereby, the parties hereto mutually agree as follows:

Section 1. Definitions

Terms in capital letters in this Licensing Agreement, other than names of parties and section headings or as otherwise specified, shall have the meanings indicated in this section.

- a. The term Technologies means those technologies listed on Schedule A hereto.
- b. The term Improvements means any application, derivation, improvement, or advancement achieved as a result of further development of the Technologies by either Robertson-Ceco or UDI.
- c. The term Shared Know-How means all designs, plans, trade secrets, inventions, processes, procedures, research records, manufacturing know-how and manufacturing formulae related to the Technologies and the Improvements.
- d. The term Shared Assets means the trade name and trademarks listed on Schedule B hereto.

e. The term Retained Assets means those lines of business (including the business of Spectrum Glass Products, Inc.) in which Robertson-Ceco will be engaging immediately following the Closing listed on Schedule C hereto.

f. The term Ceco Marks means the trade name and trademarks listed on Schedule D hereto.

g. The term Trademarks means the United States trademark registrations and trademark applications which are subject to the Assignments and listed on Schedule E hereto.

h. The term Patents means the United States patents which are subject to the Assignments and listed on Schedule F.

Section 2. Grant of License

(a) Robertson-Ceco hereby grants to UDI, and UDI hereby accepts, the perpetual and exclusive right to use anywhere in the world the Shared Know-How and to sell products designed or manufactured or provide services using the Shared Know-How. Except as provided in Section 9 hereof, this license shall be non-transferable.

(b) Robertson-Ceco hereby grants to UDI a right and interest in all of North and South America, and the Carribbean basin, excluding Canada, Mexico and Brazil (such territory referred to hereinafter as the "American Territories") to use the Shared Assets on or in connection with those goods and services sold and delivered for end use in the American Territories and all other lines of business, except goods, services and lines of business relating to the Retained Assets. Robertson-Ceco agrees that in the

United States it will not use or transfer any right to use the Shared Assets beyond those goods, services and lines of business relating to the Retained Assets. UDI agrees that it has no right to use or transfer any right to use the Shared Assets on or in connection with those goods, services and lines of business relating to the Retained Assets.

(c) Robertson-Ceco grants to UDI a perpetual and exclusive right and interest to use the Ceco Marks anywhere in the world but solely on or in connection with doors, door frames, door fittings, door hardware, door accessories and related goods. UDI has no right to use or transfer the right to use the Ceco Marks beyond doors, door frames, door fittings, door hardware, door accessories and related goods.

Section 3. Royalties

No Royalties shall be payable to any party under this Licensing Agreement.

Section 4. Quality

Robertson-Ceco and UDI each agrees not to sell any goods or services which would damage the goodwill associated with the Shared Assets or the Ceco Marks or reputation attributable to the names "Robertson" or "Ceco".

Section 5. Sharing of Improvements

Robertson-Ceco and UDI agree that each may independently develop Improvements. Robertson-Ceco and UDI each agree to provide to the other reasonable cooperation and access to such Improvements. Any Improvements developed by either

Robertson-Ceco or UDI shall be disclosed within a reasonable period of time to the other party and may be used by that other party only as provided by this licensing Agreement. The rights and obligations under this Section 5 shall cease on the earlier of December 31, 1994 or the transfer or assignment by either party of its interest in the Technologies.

Section 6. Disclaimer

Except as provided in the Purchase Agreement, Robertson-Ceco makes no representations or warranties, express or implied, with respect to the Shared Know-How.

Section 7. Confidentiality

Robertson-Ceco and UDI recognize that the Shared Know-How comprises proprietary and confidential information. Robertson-Ceco and UDI agree to maintain the confidentiality of the Shared Know-How. The obligations imposed upon each party by this section shall not apply to information which becomes available to the public through no wrongful act of either party or which may be published prior to the date hereof. Any transfer of the Shared Know-How by Robertson-Ceco will be effected in a manner to maintain the confidentiality of the Shared Know-How.

Section 8. Territorial Restrictions

a. UDI agrees that it has no right in, and will not use and may not transfer any right to use the Shared Assets in any country other than the American Territories.

Robertson-Ceco shall have the exclusive right to use and transfer the right to use the Shared Assets in any country other than the American Territories.

b. UDI agrees that it will not use and may not transfer any right to use any of the trademarks or names represented on Schedule E other than in the American Territories.

Section 9 Transferability Within the United States

a. UDI has the right to transfer the right to use the Shared Know-How only within the American Territories. Any such transfer by UDI will be effected in a manner to maintain the confidentiality of the Shared Know-How.

b. UDI has the right to transfer its right and interest in the Shared Assets only within the American Territories.

Section 10. Protection of Licensed Marks

In the event that UDI learns of any infringement or threatened infringement of the Shared Assets or the Ceco Marks or any passing off or that any third party alleges or claims that the Shared Assets or the Ceco Marks are likely to cause deception or confusion to the public, or are likely to dilute or infringe any right, UDI shall forthwith notify Robertson-Ceco or its authorized representative giving particulars thereof and UDI shall provide necessary information and assistance to Robertson-Ceco or its authorized representative in the event that Robertson-Ceco decides that proceedings should be commenced or defended. Nothing herein, however, shall be deemed to require

Robertson-Ceco to enforce the Shared Assets or the Ceco Marks against others.

Notwithstanding the foregoing sentence, Robertson-Ceco shall enforce the Shared Assets or the Ceco Marks if so requested by UDI, in which case UDI shall pay all costs and expenses, including attorneys fees, relating to any enforcement action.

Section 11. Notices

Any notice required by this Licensing Agreement may be provided in the matter described in Section 21.0 of the Purchase Agreement.

Section 12. Miscellaneous

- a. This Licensing Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior agreements.
- b. No amendments or supplements to this Licensing Agreement shall be effective for any purpose unless in writing.
- c. No waiver of any breach of any provision of this Licensing Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- d. The section and paragraph numbers and headings contained herein are for the purposes of reference and convenience only and are not intended to define or limit the content of said paragraphs or sections.

e. The Schedules referred to herein are hereby incorporated by reference as if set out in full and form an integral part of this Licensing Agreement.

f. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

g. If any provision of this Licensing Agreement shall be held or deemed to be, or shall, in fact, be inoperative or unenforceable as applied to any particular case or circumstance because it conflicts with any other provision or provisions hereof, or because it conflicts with any constitution, statute, rule or public policy, or for any other reason, such case or circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Licensing Agreement shall not affect the remaining portions thereof.

IN WITNESS WHEREOF, the parties have executed this Licensing Agreement as
of the date first above written.

UNITED DOMINION INDUSTRIES, INC.

By: J. Suckie Pitts
Its: Vice President

and

By: B. B. B. Jr.
Its: V. Pres.

ROBERTSON-CECO CORPORATION

By: [Signature]
Its: [Signature]

SCHEDULE A

TECHNOLOGIES

Versacor Coating technology

HF Coating Technology

"Product X" development

Foam technology and processes

SCHEDULE B

SHARED ASSETS

Trademarks and Applications

<u>Mark</u>	<u>Registration No. & (Application No.)</u>
ROBERTSON & Design "r"	972,153
ROBERTSON	988,728
ROBERTSON & Design "r"	(74/018,244)
ROBERTSON & Design "r"	1,669,250

SCHEDULE C

RETAINED ASSETS

Concrete construction and forming (materials and services)

Metal buildings, including components thereof

Floor Decking

Electrified flooring and accessories

Architectural glass

SCHEDULE D

SCHEDULE D

CECO MARKS

<u>Mark</u>	<u>Registration No.</u>
C & Design	1,606,124
CECO	118,162
CECO	523,359

SCHEDULE E

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>
STYPOLIGHT	675,856
Q-JET	723,614
Q-VENT	723,868
Q-PANEL	724,104
Q-DECK	724,106
VITRALUME	777,218
STURDI-RIB	778,949
HUSKI-RIB	782,674
RESOLITE	793,892
VERSACOR	805,428
Design of Bifurcated Arrow	814,006
MAGNA-RIB	861,251
DURASIL	861,559
SOL*LIGHT	933,761
ROBERTSON & Design "r"	979,423
STYPOCLAD	983,139
FORMA WALL	1,020,342
VARA WALL	1,032,769
FIRE SNUF	1,054,734
SECURITY	1,139,945
ULTRA-FLOW	1,177,095
ULTRA FLOW & Design	1,191,130
POWER FLOW & Design	1,242,717
TRED-SAFE	1,318,157
TRED-SAFE & Design	1,319,397
VERSAWALL	1,419,202
RESOSAVER	1,514,610
VERSAPANEL	1,569,746
ENTERGY	1,180,820
WINDSOR	1,257,389
SUNSCAPE	1,551,950
XPRESS FRAME	1,619,405

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>
ROBERTSON & Design "r"	74/018,245
INRYCO	74/122,205
VERSAWALL	74/136,424
VERSAPANEL	74/136,757
VERSACOR	74/207,688
RESOFLO	74/213,570

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>
RESOFLO & Design "r"	74/218,863
ROBERTSON & Design	74/800,115
OAKCRAFT	74/164,351
TIMBERSCAPE	74/164,389
MAXIM	74/
MEDALLION	74/
MEDALLION MAXIM	74/
IMPERIAL	74/
IMPERIAL MAXIM	74/
SETRITE Stylized	74/

SCHEDULE F

PATENTS

<u>Product</u>	<u>Patent No.</u>
WALL	3,916,577
WALL	3,998,016
WALL	3,998,023
WALL	3,998,024
FORMAWALL	4,018,725
WALL	4,020,989
FORMAWALL	4,024,684
FORMAWALL 2000	4,029,201
FORMAWALL	4,037,377
FORMAWALL 2000	4,045,267
WALL	4,078,350
WALL	4,103,059
FORMAWALL 2000	4,106,535
WALL	4,133,158
FRP PANEL	4,147,002
COATING	4,167,150
FORMAWALL	4,176,503
COATING	4,210,682
SR3	4,223,503
WALL	4,227,593
WALL	4,257,549
FORMAWALL	4,262,514
FORMAWALL	4,304,083
SR3	4,400,922
SR3	4,466,224
SR3	4,467,582
SR3	4,486,998
FORMAWALL	4,558,548
SR3	4,594,823

<u>Patent</u>	<u>Application No.</u>
Insulated Door	74/538,142

TRADEMARK
REEL: 002645 FRAME: 0812

EXHIBIT B

**SECURITY AGREEMENT
DATED JANUARY 25, 2002**

SEE ATTACHED

THIS SECURITY AGREEMENT (this "**Agreement**"), dated as of this 25th day of January, 2002, is made by **CENTRIA**, a Pennsylvania general partnership (the "**Grantor**"), with an address at 1005 Beaver Grade Road, Moon Township, Pennsylvania 15108, in favor of **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**"), with an address at Commercial Loan Service Center/DCC, 500 First Avenue, Pittsburgh, Pennsylvania 15219.

Under the terms hereof, the Bank desires to obtain and the Grantor desires to grant the Bank security for all of the Obligations (as hereinafter defined).

NOW, THEREFORE, the Grantor and the Bank, intending to be legally bound, hereby agree as follows:

1. Definitions.

(a) "**Collateral**" shall include all personal property of the Grantor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Grantor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, and goods on consignment; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) commercial tort claims, if any, described on Exhibit "A" hereto; (xii) letter of credit rights; (xiii) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xiv) all supporting obligations of all of the foregoing property; (xv) all property of the Grantor now or hereafter in the Bank's possession or in transit to or from, or under the custody or control of, the Bank or any affiliate thereof; (xvi) all cash and cash equivalents thereof; and (xvii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof. The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to one or more Riders to Security Agreement that may be attached hereto or delivered in connection herewith, including the Rider to Security Agreement - Copyrights, the Rider to Security Agreement - Patents, the Rider to Security Agreement - Trademarks and the Rider to Security Agreement - Cash Collateral Account.

(b) "**Obligations**" shall include all loans, advances, debts, liabilities, obligations, covenants and duties owing by the Grantor or MetalWorks, L.P., a limited partnership organized under the laws of the State of Ohio to the Bank or to any other direct or indirect subsidiary of The

PNC Financial Services Group, Inc., of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest or currency swap, future, option or other interest rate protection or similar agreement, (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, (vii) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Bank to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Bank's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Bank incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

(c) **"UCC"** means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State whose law governs pursuant to the Section of this Agreement entitled "Governing Law and Jurisdiction." Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC. To the extent the definition of any category or type of collateral is modified by any amendment, modification or revision to the UCC, such modified definition will apply automatically as of the date of such amendment, modification or revision.

2. Grant of Security Interest. To secure the Obligations, the Grantor, as debtor, hereby assigns and grants to the Bank, as secured party, a continuing lien on and security interest in the Collateral.

3. Change in Name or Locations. The Grantor hereby agrees that if the location of the Collateral changes from the locations listed on Exhibit "A" hereto and made part hereof, or if the Grantor changes its name, its type of organization, its state of organization (if Grantor is a registered organization), its principal residence (if Grantor is an individual), its chief executive office (if Grantor is a general partnership or non-registered organization) or establishes a name in which it may do business that is not listed as a tradename on Exhibit "A" hereto, the Grantor will immediately notify the Bank in writing of the additions or changes.

4. Representations and Warranties. The Grantor represents, warrants and covenants to the Bank that: (a) all information, including its type of organization, jurisdiction of organization, chief executive office, and (for individuals only) principal residence are as set forth on Exhibit "A" hereto and are true and correct on the date hereof; (b) except for Permitted Liens, the Grantor has good, marketable and indefeasible title to the Collateral, has not made any prior sale, pledge, encumbrance, assignment or other disposition of any of the Collateral, and the Collateral is free from all encumbrances and rights of setoff of any kind except the lien in favor of the Bank created by this Agreement; (c) except as herein provided, the Grantor will not hereafter without the Bank's prior written consent sell, pledge, encumber, assign or otherwise dispose of any of

the Collateral or permit any right of setoff, lien or security interest to exist thereon except to the Bank; (d) the Grantor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein; (e) each account and general intangible, if included in the definition of Collateral, is genuine and enforceable in accordance with its terms and the Grantor will defend the same against all claims, demands, setoffs and counterclaims at any time asserted; and (f) at the time any account or general intangible becomes subject to this Agreement, such account or general intangible will be a good and valid account representing a bona fide sale of goods or services by the Grantor and such goods will have been shipped to the respective account debtors or the services will have been performed for the respective account debtors, and no such account or general intangible will be subject to any claim for credit, allowance or adjustment by any account debtor or any setoff, defense or counterclaim.

5. Grantor's Covenants. The Grantor covenants that it shall:

(a) from time to time and at all reasonable times allow the Bank, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the Collateral, and obtain valuations and audits of the Collateral, at the Grantor's expense, wherever located. The Grantor shall do, obtain, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Bank may require to vest in and assure to the Bank its rights hereunder and in or to the Collateral, and the proceeds thereof, including waivers from landlords, warehousemen and mortgagees. The Grantor agrees that the Bank has the right to notify (on invoices or otherwise) account debtors and other obligors or payors on any Collateral of its assignment to the Bank, and that all payments thereon should be made directly to the Bank, and that the Bank has full power and authority to collect, compromise, endorse, sell or otherwise deal with the Collateral in its own name or that of the Grantor at any time upon an Event of Default;

(b) keep the Collateral in good order and repair at all times and immediately notify the Bank of any event causing a material loss or decline in value of the Collateral, whether or not covered by insurance, and the amount of such loss or depreciation;

(c) only use or permit the Collateral to be used in accordance with all applicable federal, state, county and municipal laws and regulations; and

(d) have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft, sprinkler leakage, and other risks (including risk of flood if any Collateral is maintained at a location in a flood hazard zone) as the Bank may require, in such form, in such amount, for such period and written by such companies as may be satisfactory to the Bank in its sole discretion. Each such casualty insurance policy shall contain a standard Lender's Loss Payable Clause issued in favor of the Bank under which all losses thereunder shall be paid to the Bank as the Bank's interest may appear. Such policies shall expressly provide that the requisite insurance cannot be altered or canceled without at least thirty (30) days prior written notice to the Bank and shall insure the Bank notwithstanding the act or neglect of the Grantor. Upon the Bank's demand, the Grantor shall furnish the Bank with duplicate original policies of insurance or such other evidence of insurance as the Bank may require. In the event of failure to provide insurance as herein provided, the Bank may, at its option, obtain such insurance and the Grantor shall pay to the Bank, on demand, the cost thereof. Proceeds of insurance may be applied by the Bank to reduce the Obligations or to repair or replace Collateral, all in the Bank's sole discretion.

6. Negative Pledge; No Transfer. The Grantor will not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien or security interest upon the Collateral (except

for sales of inventory and collections of accounts in the Grantor's ordinary course of business), will not allow any third party to gain control of all or any part of the Collateral, and will not use any portion thereof in any manner inconsistent with this Agreement or with the terms and conditions of any policy of insurance thereon.

7. **Covenants for Accounts**. If accounts are included in the definition of Collateral:

(a) The Grantor will, on the Bank's demand, make notations on its books and records showing the Bank's security interest and make available to the Bank shipping and delivery receipts evidencing the shipment of the goods that gave rise to an account, completion certificates or other proof of the satisfactory performance of services that gave rise to an account, a copy of the invoice for each account and copies of any written contract or order from which an account arose. The Grantor shall promptly notify the Bank if an account becomes evidenced or secured by an instrument or chattel paper and upon the Bank's request, will promptly deliver any such instrument or chattel paper to the Bank, including any letter of credit delivered to the Grantor to support a shipment of inventory by the Grantor.

(b) The Grantor will promptly advise the Bank whenever an account debtor refuses to retain or returns any goods from the sale of which an account arose and will comply with any instructions that the Bank may give regarding the sale or other disposition of such returns. From time to time with such frequency as the Bank may request, the Grantor will report to the Bank all credits given to account debtors on all accounts.

(c) The Grantor will immediately notify the Bank if any account arises out of contracts with the United States or any department, agency or instrumentality thereof, and will execute any instruments and take any steps required by the Bank so that all monies due and to become due under such contract shall be assigned to the Bank and notice of the assignment given to and acknowledged by the appropriate government agency or authority under the Federal Assignment of Claims Act.

(d) At any time after the occurrence of an Event of Default, and without notice to the Grantor, the Bank may direct any persons who are indebted to the Grantor on any Collateral consisting of accounts or general intangibles to make payment directly to the Bank of the amounts due. The Bank is authorized to collect, compromise, endorse and sell any such Collateral in its own name or in the Grantor's name and to give receipts to such account debtors for any such payments and the account debtors will be protected in making such payments to the Bank. Upon the Bank's written request, the Grantor will establish with the Bank and maintain a lockbox account ("**Lockbox**") with the Bank and a depository account(s) ("**Cash Collateral Account**") with the Bank subject to the provisions of this subparagraph and such other related agreements as the Bank may require, and the Grantor shall notify its account debtors to remit payments directly to the Lockbox. Thereafter, funds collected in the Lockbox shall be transferred to the Cash Collateral Account, and funds in the Cash Collateral Account shall be applied by the Bank, daily, to reduce the outstanding Obligations.

8. **Assurances**. By its signature hereon, the Grantor hereby irrevocably authorizes the Bank to execute (on behalf of the Grantor) and file against the Grantor one or more financing, continuation or amendment statements pursuant to the UCC in form satisfactory to the Bank, and the Grantor will pay the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by the Bank to be necessary or desirable in order to perfect, preserve and protect its security interests. If required by the Bank, the Grantor will execute all documentation necessary for the Bank to obtain and maintain perfection of its security interests in the Collateral.

At the Bank's request, the Grantor will execute, in form satisfactory to the Bank, a Rider to Security Agreement - Copyrights (if any Collateral consists of registered or unregistered copyrights), a Rider to Security Agreement - Patents (if any Collateral consists of patents or patent applications), a Rider to Security Agreement - Trademarks (if any Collateral consists of trademarks, tradenames, tradestyles or trademark applications). If any Collateral consists of letter of credit rights, electronic chattel paper, deposit accounts or supporting obligations not maintained with the Bank or one of its affiliates, or any securities entitlement, securities account, commodities account, commodities contract or other investment property, then at the Bank's request the Grantor will execute, and will cause the depository institution or securities intermediary upon whose books and records the ownership interest of the Grantor in such Collateral appears, to execute such Pledge Agreements, Notification and Control Agreements or other agreements as the Bank deems necessary in order to perfect, prioritize and protect its security interest in such Collateral, in each case in a form satisfactory to the Bank.

9. Events of Default. The Grantor shall, at the Bank's option, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "**Event of Default**"): (a) any Event of Default (as defined in any of the Obligations); (b) any default under any of the Obligations that does not have a defined set of "Events of Default" and the lapse of any notice or cure period provided in such Obligations with respect to such default; (c) demand by the Bank under any of the Obligations that have a demand feature; (d) the failure by the Grantor to perform any of its obligations under this Agreement; (e) falsity, inaccuracy or material breach by the Grantor of any written warranty, representation or statement made or furnished to the Bank by or on behalf of the Grantor; (f) an uninsured material loss, theft, damage, or destruction to any of the Collateral, or the entry of any judgment against the Grantor or any lien against or the making of any levy, seizure or attachment of or on the Collateral; (g) the failure of the Bank to have a perfected first priority security interest in the Collateral; (h) any indication or evidence received by the Bank that the Grantor may have directly or indirectly been engaged in any type of activity which, in the Bank's discretion, might result in the forfeiture of any property of the Grantor to any governmental entity, federal, state or local; or (i) if the Bank otherwise deems itself insecure.

10. Remedies. Upon the occurrence of any such Event of Default and at any time thereafter, the Bank may declare all Obligations secured hereby immediately due and payable and shall have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the UCC. The Bank's remedies include, but are not limited to, the right to (a) peaceably by its own means or with judicial assistance enter the Grantor's premises and take possession of the Collateral without prior notice to the Grantor or the opportunity for a hearing, (b) render the Collateral unusable, (c) dispose of the Collateral on the Grantor's premises, (d) require the Grantor to assemble the Collateral and make it available to the Bank at a place designated by the Bank, and (e) notify the United States Postal Service to send the Grantor's mail to the Bank. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank will give the Grantor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to the Grantor at least ten (10) days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for disposition, disposing or the like shall include the Bank's reasonable attorneys' fees and legal expenses, incurred or expended by the Bank to enforce any payment due it under this Agreement either as against the Grantor, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this

Agreement and the Collateral pledged hereunder. The Grantor waives all relief from all appraisal or exemption laws now in force or hereafter enacted.

11. Power of Attorney. The Grantor does hereby make, constitute and appoint any officer or agent of the Bank as the Grantor's true and lawful attorney-in-fact, with power to (a) endorse the name of the Grantor or any of the Grantor's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment or Collateral that may come into the Bank's possession in full or part payment of any Obligations; (b) sue for, compromise, settle and release all claims and disputes with respect to, the Collateral; and (c) sign, for the Grantor, such documentation required by the UCC, or supplemental intellectual property security agreements; granting to the Grantor's said attorney full power to do any and all things necessary to be done in and about the premises as fully and effectually as the Grantor might or could do. The Grantor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest, and is irrevocable.

12. Payment of Expenses. At its option, the Bank may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral, may pay for required insurance on the Collateral and may pay for the maintenance, appraisal or reappraisal, and preservation of the Collateral, as determined by the Bank to be necessary. The Grantor will reimburse the Bank on demand for any payment so made or any expense incurred by the Bank pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by the Bank.

13. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

14. Preservation of Rights. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity.

15. Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

16. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Grantor from, any provision of this Agreement will be effective unless made in a writing signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor will entitle the Grantor to any other or further notice or demand in the same, similar or other circumstance.

17. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and

understandings, both written and oral, between the parties with respect to the subject matter hereof, including without limitation the Security Agreement and Collateral Assignment dated June 27, 1996, the Security Agreement and Collateral Assignment - Intellectual Property dated June 27, 1996 and Amendment No. 1 to Security Agreement and Collateral Assignment dated August 15, 2000.

18. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

19. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Grantor and the Bank and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Grantor may not assign this Agreement in whole or in part without the Bank's prior written consent and the Bank at any time may assign this Agreement in whole or in part.

20. Interpretation. In this Agreement, unless the Bank and the Grantor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one Grantor, the obligations of such persons or entities will be joint and several.

21. Indemnity. The Grantor agrees to indemnify each of the Bank, each legal entity, if any, who controls the Bank and each of their respective directors, officers and employees (the "**Indemnified Parties**") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Grantor), in connection with or arising out of or relating to the matters referred to in this Agreement or the Obligations or the use of the proceeds of the Loan, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Grantor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an

Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Agreement, payment of the Obligations and assignment of any rights hereunder. The Grantor may participate at its expense in the defense of any such claim.

22. Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Bank's office indicated above is located. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCEPT THAT THE LAWS OF THE STATE WHERE ANY COLLATERAL IS LOCATED (IF DIFFERENT FROM THE STATE WHERE SUCH OFFICE OF THE BANK IS LOCATED) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN.** The Grantor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Bank's office indicated above is located; provided that nothing contained in this Agreement will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Grantor individually, against any security or against any property of the Grantor within any other county, state or other foreign or domestic jurisdiction. The Bank and the Grantor agree that the venue provided above is the most convenient forum for both the Bank and the Grantor. The Grantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

23. WAIVER OF JURY TRIAL. EACH OF THE GRANTOR AND THE BANK IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE GRANTOR AND THE BANK ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

[REMAINDER OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

The Grantor acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution of this Security Agreement as a document under seal, as of the date first written above.

WITNESS/ATTEST:

CENTRIA, a Pennsylvania general partnership

By: SMST MANAGEMENT CORP., its
managing general partner

By: _____
Name:
Title:

By: _____ (SEAL)
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION, as
Secured Party for and on behalf of the Lenders

By: _____
Name:
Title:

**EXHIBIT "A"
TO SECURITY AGREEMENT**

1. Grantor's form of organization (i.e., corporation, partnership, limited liability company):

2. Grantor's State of organization, if a registered organization (i.e., corporation, limited partnership or limited liability company):

3. Grantor's principal residence, if a natural person or general partnership:

4. Address of Grantor's chief executive office, including the County:

5. Grantor's EIN, if not a natural person:

6. Grantor's SSN, if a natural person:

7. Grantor's organization ID# (if any exists):

8. Address for books and records, if different:

9. Addresses of other Collateral locations, including Counties, for the past five (5) years:

10. Name and address of landlord or owner if location is not owned by the Grantor:

11. Other names or tradenames now or formerly used by the Grantor:

12. List of all existing Commercial Tort Claims (by case title with court and brief description of claim):

EXHIBIT C

ADDITIONAL PATENTS

PATENT/ APPLICATION No.	COUNTRY	ISSUE (FILING) DATE	TITLE
6,253,511	USA	07/03/2001	Composite Joinery
5,875,592	USA	03/02/1999	Retrofit Roof Subframing Support Assembly
5,344,364	USA	09/06/1994	Circulation Air Distribution System

EXHIBIT D**ADDITIONAL TRADEMARKS**

TRADEMARK	APPLICATION OR REGISTRATION NUMBER	COUNTRY	REGISTRATION OR FILING DATE
Dimension Series	2,438,328	USA	03/27/2001
Insulrib	75/669,513	USA	03/29/1999
Insulwall	2,425,738	USA	01/30/2001
Integrity	75/260,548	USA	03/20/1997
Rollcom	2,425,770	USA	01/30/2001
Robertson and Design	2,307,286	USA	01/11/2000

EXHIBIT E

ADDITIONAL COPYRIGHTS

NONE