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(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):
Blue Rhino Corporation

1-13-03

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State DE
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address: Agcy Mgmt: Mail Code IL1-231-08-30
Street Address: 231 South LaSalle Street
City: Chicago State: IL Zip: 60604

- [ ] Individual(s) citizenship
- [x] Association National Banking Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other Authorized by Office of U.S. Controller of the Currency

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance:
- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: Nov 20 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/212,933
(Please refer to Exhibit "A" attached)
B. Trademark Registration No.(s) 2,443,339
(Please refer to Exhibit "A" attached)
Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gwendolyn L. Gill Esq.
Internal Address: Kennedy Covington Lobdell & Hickman LLP
Hearst Tower - 47th Floor
Street Address: 214 North Tryon Street
City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....$ 490.00
- [x] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account number:
18-1215

DO NOT USE THIS SPACE

9. Signature.

Gwendolyn L. Gill
Name of Person Signing

Gwendolyn L. Gill
Signature

January 2003
Date

Total number of pages including cover sheet, attachments, and document: 19

01/15/2003 LMUELLER 00000223 76212933
01 FC:8521 40.00 OP
02 FC:8522 450.00 OP

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

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FINANCE SECTION

RECORDATION FORM COVER SHEET - TRADEMARKS

CONTINUATION SHEET

Section 1: Conveying Parties

Party No. 2 of 3: **CPD Associates, Inc.**
A Delaware corporation

Party No. 2 of 3: **Uniflame Corporation**
A Delaware corporation

Exhibit "A"

LIST OF APPLICATIONS/REGISTRATIONS

Recordation of Security Agreement between
Blue Rhino Corporation / CPD Associates / Uniflame Corporation
and
Bank of America, N.A.

TRADEMARK	SERIAL NUMBER	DATE OF FILING	REGIST. NUMBER	DATE REG.
AMERICA'S CHOICE FOR GRILL GAS	75-698,628	19990506	2,443,339	20010410
BISON	75-545,926	19980901	2,261,216	19990713
BLUE RHINO	74-528,082	19940523	1,898,501	19950613
DURACLAY	75-134,842	19960716	2,059,459	19970506
ENDLESS SUMMER	76-212,933	20010214		
ENDLESS SUMMER	75-542,584	19980825	2,493,024	20010925
ENDLESS SUMMER COMFORT	75-542,583	19980825	2,421,880	20010116
GARDENART	74-717,733	19950818	2,191,603	19980922
GRILL AFICIONADO	76-316,142	20010924		
GRILL GAS	75-698,629	19990506	2,454,250	20010522
RHINOTUFF	75-065,174	19960229	2,102,712	19971007
SHIPPINGSPOT	76-245,033	20010423	2,620,501	20020917
SKEETERVAC	76-392,024	20020405		
SPOT	76-316,141	20010924		
TRI-SAFE	75-443,156	19980302	2,256,865	19990629
UNIFLAME	76-249,710	20010501		
UNIFLAME	75-229,049	19970110	2,140,530	19980303
UNIGRILL	75-203,889	19961120	2,243,212	19990504
(Design Only – Bison Design)	75-546,444	19980901	2,261,220	19990713

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of November 20, 2002 by BLUE RHINO CORPORATION, a Delaware corporation, CPD ASSOCIATES, INC., a North Carolina corporation, and UNIFLAME CORPORATION, a Delaware corporation (collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent") under the Credit Agreement (as defined below).

The Grantors own certain trademarks and service marks, including those trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and are parties to the trademark licenses listed on Schedule 2 annexed hereto; and

Pursuant to the terms of the Collateral Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), between the Grantors and the Administrative Agent, the Grantors have granted to the Administrative Agent a security interest in certain assets of the Grantors, including all right, title and interest of each of the Grantors in, to and under all Trademark Collateral (as hereinafter defined) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations owing by Blue Rhino Corporation, as Borrower (the "Borrower") under the Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Borrower, the Lenders party thereto and the Administrative Agent, and the other Loan Documents described in the Credit Agreement. All capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement, as applicable.

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Credit Extensions to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of itself and the Lenders, as follows:

1. Grant of Security Interest. Each Grantor does hereby grant to the Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all Trademarks, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto together with any divisions or renewals thereof;

(b) all Trademark Licenses and other agreements providing the Grantor with the right to use, or pursuant to which such Grantor provides the right to use, any of the items

described in Section 1(a), including each Trademark license referred to in Schedule 2 annexed hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Section 1(a) or Section 1(b);

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, (ii) injury to the goodwill associated with the use of any such Trademark, Trademark registration or trademark licensed under any Trademark License, or (iii) breach or enforcement of any Trademark license.

2. **Other Security Interests.** This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

3. **Restrictions on Future Agreements.** Each Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, such Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with such Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Administrative Agent, and each Grantor further agrees that it will 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 materially adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.

4. **New Trademarks.** Each Grantor represents and warrants to the Administrative Agent that the Trademarks listed on Schedule 1 and the Trademark Licenses listed on Schedule 2 constitute all of the Trademarks now owned by or licensed to such Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall (i) obtain rights to any new trademarks, trademark registrations or applications or tradenames used in the United States or in any foreign country or (ii) become entitled to the

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benefit of any trademark application, trademark, trademark registration or tradename used in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Administrative Agent prompt written notice thereof. The Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 to include any future trademarks, trademark registrations, trademark applications, tradenames and license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 4.

5. **Lenders Not Liable.** Neither the Administrative Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Trademark Collateral including, without limitations, any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

6. **Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy) and all of said counterparts, taken together, shall be deemed to constitute one and the same instrument.

7. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of the Grantors, the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their duly authorized officer thereunto, all as of the date first set forth above.

BLUE RHINO CORPORATION,
as Grantor

By: _____
Name: Mark Castaneda
Title: Executive Vice President and Chief Financial Officer

CPD ASSOCIATES, INC., as Guarantor

By: _____
Name: Mark Castaneda
Title: Vice President

UNIFLAME CORPORATION, as Grantor

By: _____
Name: Kurt Gehsmann
Title: Vice President

[Signature Pages Continue]

Agreed and Accepted as of November 20, 2002.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: Michael Brashler
Title: Vice President and Senior Agency Officer

[Acknowledgment Follows]

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, Abbye R. Caudle, a Notary Public for said County and State, do hereby certify that Mark Castaneda personally appeared before me this day and stated that he is Exec. VP & CFO of BLUE RHINO CORPORATION and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 13th day of November, 2002.

Abbye R. Caudle
Notary Public

My commission expires:

9/26/04

OFFICIAL SEAL
ABBYE R CAUDLE
Notary Public - North Carolina
FORSYTH COUNTY
My Commission Expires
9/26/04

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ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, Abbye R. Caudle, a Notary Public for said County and State, do hereby certify that Mark Castaneda personally appeared before me this day and stated that he is Vice President of CPD ASSOCIATES, INC. and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 13th day of November, 2002.

Abbye R. Caudle
Notary Public

My commission expires:

9/26/04

OFFICIAL SEAL
ABBYE R. CAUDLE
Notary Public - North Carolina
FORSYTH COUNTY
My Commission Expires
9/26/04

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ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, Abbye R. Caudle, a Notary Public for said County and State, do hereby certify that Kurt Gehrmann personally appeared before me this day and stated that he is Vice President of UNIFLAME CORPORATION and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 13th day of November, 2002.

Abbye R. Caudle
Notary Public

My commission expires:

9/26/04

OFFICIAL SEAL
ABBYE R. CAUDLE
Notary Public - North Carolina
FORSYTH COUNTY
My Commission Expires
9/26/04

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Schedule 1

Intellectual Property Mark	Trademark Owner	Date of first use in commerce	Effective or filing date of registration or application	Status	Description of Goods and Services/Int. Classes
AMERICA'S CHOICE FOR GRILL GAS Reg. No. 2,443,339 Registered: April 10, 2001	**Blue Rhino Corporation** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	April 20, 1999	May 6, 1999	Affidavit of use due after April 10, 2006, but before April 10, 2007; renewal due April 10, 2011	Propane gas (Int. 4); Metal propane gas cylinders (Int. 6); and exchanging and refurbishing propane gas cylinders (Int. 37).
BISON Reg. No. 2,261,216 Registered July 13, 1999	**Blue Rhino Corporation** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	February 24, 1998	September 1, 1998	Affidavit of use due after July 13, 2004, but before July 13, 2005; renewal due July 13, 2009.	Manually operated valves made primarily of metal for use on propane gas tanks (Int. 6).
BISON Design Reg. No. 2,261,220 Registered July 13, 1999	**Blue Rhino Corporation** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	February 24, 1998	September 1, 1998	Affidavit of use due after July 13, 2004, but before July 13, 2005; renewal due July 13, 2009.	Manually operated valves made primarily of metal for use on propane gas tanks (Int. 6).
BLUE RHINO & Design Reg. No. 1,898,501 Registered: June 13, 1995	**CPD Associates, Inc.** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	March 24, 1994	May 23, 1994	Renewal due June 13, 2005	Propane gas (Int. 4) and metal propane gas cylinders (Int. 6).
DURACLAY Reg. No. 2,059,459 Registered May 6, 1997	**Blue Rhino Corporation** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	April 16, 1996	July 16, 1996	Affidavit of use due after May 6, 2002, but before May 6, 2003; renewal due May 6, 2007.	Planters for gardening (Int. 21).
ENDLESS SUMMER	**Blue Rhino Corporation** 104 Cambridge	September 2, 1998	August 25, 1998	Application pending; Statement of Use	Portable Propane heaters (Int. 11).

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Schedule 1

Reg. No. 2,493,024 Registered: September 25, 2001	Plaza Drive Winston-Salem, NC 27104			accepted March 20, 2001, application will register in due course.	
ENDLESS SUMMER Serial No. 76/212,933 **Application being prosecuted by Lawrence J. Crain**	**CPD Associates, Inc.** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	N/A	February 14, 2001	Application pending	Propane gas; firewood and gelled alcohol fuel (Int. 4); Manually operated valves made primarily of metal for use on propane gas tanks; metal propane gas cylinders; and metal goods namely metal trellises, door stops, metal weather vanes, freestanding tool racks, andirons, baskets, hooks, log racks, fireplace fenders, sculptures composed of non-precious metal, storage boxes (Int. 6); Hand tools, namely shovels, trowels, rakes, hoes, pokers and tongs; barbecue hand-tools and utensils, namely forks and tongs (Int. 8); Portable electric heaters; portable gas heaters; fireplace inserts composed of andirons, artificial logs and artificial embers fueled by gas, electricity, or alcohol; gas pilots; barbecue grills, replacement barbecue burners and cooking grills; and fitted and/or semi-fitted barbecue grill covers; ornamental outdoor fountains; outdoor fireplaces (Int. 11); Furniture and articles, namely plant stands, garden furniture, non-metal weather vanes, free-standing non-metal tool racks, fireplace screens, benches, magazine racks, domestic fireplace bellows, hangers for fireplace accessories; (Int. 20); Planters for

TRADEMARK
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Schedule 1

					gardening; house wares and glass, namely plant holders, flower pots and vases; wood baskets, fireplace brushes, ash buckets, ash bins, metal buckets/pots, teapots not of precious metal; and barbecue hand-tools and utensils, namely spatulas, scraping and basting brushes; insect traps (Int. 21); Distributorships featuring new, used and reconditioned heaters; independent sales representatives in the fields of new, used and reconditioned heaters; wholesale and retail sales and leasing of new, used and reconditioned heaters (Int. 35); and Installation, repair and maintenance of heaters and leasing of heaters; exchanging and refurbishing propane gas cylinders (Int. 37).
ENDLESS SUMMER COMFORT Reg. No. 2,421,880 Registered: January 16, 2001	**Blue Rhino Corporation** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	September 2, 1998	August 25, 1998	Affidavit of use due after January 16, 2006, but before January 16, 2007; renewal due January 16, 2011.	Distributorships featuring new, used, and reconditioned heaters; independent sales representatives in the fields of new, used, and reconditioned heaters; wholesale and retail sales of new, used, and reconditioned heaters (Int. 35); and Installation, repair, and maintenance of heaters and leasing of heaters (Int. 37).
ENJOY OUTDOOR LIVING – LONGER	**Blue Rhino Corporation** 104 Cambridge Plaza Drive Winston-Salem, NC 27104		May 6, 1999	**Application abandoned for failure to file a Statement of Use effective November 26, 2000**	Portable propane heaters (Int. 11); Distributorships featuring new, used, and reconditioned heaters; independent sales representatives in the fields of new, used, and reconditioned heaters; wholesale and retail sales of new, used, and reconditioned heaters (Int. 35); and Installation, repair, and maintenance of heaters and leasing of heaters

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Schedule 1

					(Int. 37).
GARDEN ART Reg. No. 2,191,603 Registration No. September 22, 1998	**Blue Rhino Corporation** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	January 1, 1997	August 18, 1995	Affidavit of use due after September 22, 2003, but before September 22, 2004; renewal due September 22, 2008.	Metal goods, namely, metal trellises, door stops, metal weather vanes, and freestanding metal tool racks (Int. 6); Hand tools, namely, shovels, trowels, forks, rakes, and hoes (Int. 8); Non-metallic building materials, namely, non-metal trellises and wooden fencing stays (Int. 19); Furniture and articles, namely, plant stands; garden furniture, non-metal weather vanes; free-standing non-metal tool racks (Int. 20); and Housewares and glass, namely, plant holders, flower pots, and vases (Int. 21).
GRILL AFICIONADO Application No. 76/316,142	**CPD Associates, Inc.** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	N/A	September 24, 2001	Affidavit of use due – date TBD	Propane Gas (Int. 4); Cooking utensils (Int. 21); Educational services (Int. Class 41); Consulting Services (Class 42)
GRILL GAS & Design Reg. No. 2,454,250 Registered: May 22, 2001	**Blue Rhino Corporation** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	September 7, 1999	May 6, 1999	Affidavit of use due after May 22, 2006, but before May 22, 2007; renewal due May 22, 2011.	Propane gas (Int. 4); Metal propane gas cylinders (Int. 6); and exchanging and refurbishing propane gas cylinders (Int. 37).
HARMONY Serial No. 76/148,835 **Application being prosecuted by Lawrence J. Crain**	**Uniflame Corporation** 1817 North Kenosha Road Zion, Illinois 60095	N/A	October 18, 2000	Application pending; non-final action mailed March 26, 2001 (ABANDONED	Giftware, including fountains, ceramics, candles and candle holders (Int. 21).

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Schedule 1

RHINOTUFF Reg. No. 2,102,712 Registered: October 7, 1997	**CPD Associates, Inc.** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	April 15, 1996	February 29, 1996	Affidavit of use due after October 7, 2002, but before October 7, 2003; renewal due October 7, 2007.	Removable cylindrical plastic coverings for protecting and labeling reusable gas cylinders (Int. 20).
SHIPPINGSPOT Serial No. 76/245,033	**CPD Associates, Inc.** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	N/A	Filed April 23, 2001	Application pending	Computer hardware and software (Int. 9); Cooperative advertising and marketing (Int. 35); Shipping enablement services; packing and storing of goods and parcels for transport and arranging for transport with a carrier; (Int. 39); Technical consulting services regarding computer hardware and software (Int. 42).
SHIPPINGSPOT Design Serial No. 76/316,141	**CPD Associates, Inc.** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	N/A	Filed September 24, 2001	Application pending	Computer hardware and software (Int. 9); Cooperative advertising and marketing (Int. 35); Shipping enablement services; packing and storing of goods and parcels for transport and arranging for transport with a carrier; (Int. 39); Technical consulting services regarding computer hardware and software (Int. 42).
SKEETERVAC Application No.: 76/392,024	**CPD Associates, Inc.** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	N/A	Filed April 5, 2002	Application pending	Propane devices for exterminating insects (Int. Class 7).
TRI-SAFE Reg. No. 2,256,865 Registered: June 29, 1999	**CPD Associates, Inc.** 104 Cambridge Plaza Drive Winston-Salem,	January 1, 1998	March 2, 1998	Affidavit of use due after June 29, 2004, but before June 29, 2005; renewal due June 29, 2009.	Safety device in the nature of a floater piece for use in propane cylinder valves to prevent overfilling of the propane cylinder (Int. 9).

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Schedule 1

Note – moved from Pederson Haupt to A&B 2.02	NC 27104				
UNIFLAME Reg. No. 2,140,530 Registered March 3, 1998	**Blue Rhino Corporation** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	June 1990	January 10, 1997	Affidavit of use due after March 3, 2003, but before March 3, 2004; renewal due March 3, 2008.	Firewood and gelled alcohol fuel (Int. 4); Metal products, namely andirons, wood baskets, hooks, log racks, freestanding tool racks, fireplace fenders, sculptures composed of non-precious metal, storage boxes (Int. 6); Hand tools, namely, shovels, pokers, and tongs (Int. 8); Portable electric heaters; fireplace inserts composed of andirons, artificial logs and artificial embers fueled by gas, electricity, or alcohol; gas pilots; (Int. 11); Fire log tote bags (Int. 18): Fireplace mantels and fireplace surrounds (Int. 19); Fireplace screens, benches, magazine racks, domestic fireplace bellows, hangers for fireplace accessories (Int. 20); Woodbaskets of wood, fireplace brushes, ash buckets, ash bins, metal buckets/pots, teapots not of precious metal (Int. 21); Matches, matchboxes composed of non-precious metal (Int. 34).
UNIFLAME Serial No. 76/249,710	**Uniflame Corporation** 1817 North Kenosha Road Zion, Illinois 60095	N/A	March 3, 1998	Application pending	Propane gas (Int. 4); Manually operated valves made primarily of metal for use on propane tanks; metal propane gas cylinders; and metal goods, namely, metal trellises, doorstops, metal weather vanes, baskets (Int. 6); Hand tools, namely, trowels, rakes and hoes; barbeque hand tools and utensils, namely forks and tongs (Int. 8); Portable gas heaters; barbeque grills, replacement barbeque burners and

TRADEMARK
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Schedule 1

					cooking grills; fitted and/or semi-fitted barbeque grill covers; ornamental outdoor fountains; outdoor fireplaces (Int. 11); Furniture and articles, namely plant stands, garden furniture, non-metal weather vanes, free-standing non-metal tool racks (Int. 20); Planters for gardening, housewares and glass, namely, plant holders, flower pots, and vases, barbeque hand tools and utensils, namely spatulas, scraping and basting brushes; insect traps (Int. 21); Distributorships featuring new, used and reconditioned heaters; independent sales representatives in the files of new, used and reconditioned heaters; wholesale and retail sales and leasing of new, used and reconditioned heaters (Int. 35); and Installation, repair and maintenance of heaters and leasing of heaters; exchange and refurbishing propane gas cylinders (Int. 37).
UNIGRILL Reg. No. 2,243,212 Registered May 4, 1999	**Blue Rhino Corporation** 104 Cambridge Plaza Drive Winston-Salem, NC 27104	February 1, 1997	November 20, 1996	Affidavit of use due after May 4, 2004, but before May 4, 2005; renewal due May 4, 2009.	Barbecue grills; fitted and/or semi-fitted barbecue grill covers (Int. 8); Barbecue hand-tools and utensils, namely, spatulas and scraping and basting brushes (Int. 11); Barbecue hand-tools and utensils, namely, forks, and tongs (Int. 21).

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Schedule 2
to Trademark
Security Agreement

NONE

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