

01-27-2003

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

1-27-03

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

1. Name of conveying party(ies): Republic Storage Systems Company, Inc. 1-27-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State DE
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Transamerica Business Capital Corporation
Internal Address: Suite 720
Street Address: 8750 West Bryn Mawr
City: Chicago State: IL Zip: 60631
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State DE
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 01/14/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) n.a.
B. Trademark Registration No.(s) 1,570,646
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name:
Internal Address: RETURN TO: FEDERAL RESEARCH CORP 1030 15th STREET NW SUITE 920 WASHINGTON DC 20005
Street Address:
City: State: Zip:

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$ 140.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
01/28/2003 6TOM11 00000028 1570646
Envelope Johnson 40.00 OP 100.00 OP
Name of Person Signing Signature Date 01/23/2003
Total number of pages including cover sheet, attachments, and document: 19

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

TRADEMARK REEL: 002658 FRAME: 0486

*Continuation to Item 4B – Trademark Registration Nos.*

865,328  
1,080,372  
1,895,761  
1,689,828

**SPECIAL POWER OF ATTORNEY  
(Patent, Trademark, Copyright and License)**

STATE OF OHIO )  
 ) SS.  
COUNTY OF STARV )


**KNOW ALL MEN BY THESE PRESENTS**, that Republic Storage Systems Company, Inc., a Delaware corporation ("**Borrower**"), pursuant to that certain Intellectual Property Security Agreement dated January 14, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), hereby appoints and constitutes Transamerica Business Capital Corporation, a Delaware corporation ("**Lender**"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

Intellectual Property Security Agreement

This power of attorney is made pursuant to that certain Loan and Security Agreement dated as of January 14, 2003 by and between Borrower and Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and may not be revoked until the indefeasible payment in full of all liabilities and obligations of Borrower arising under such Loan Agreement.

**REPUBLIC STORAGE SYSTEMS COMPANY,**  
a Delaware corporation

By:   
Name: James L. Christofil  
Title: V.P. Finance

1.

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 002658 FRAME: 0489**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 14, 2003 by and between REPUBLIC STORAGE SYSTEMS COMPANY, INC., a Delaware corporation ("**Debtor**"), and TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation ("**Secured Party**").

WHEREAS, Debtor and Secured Party are parties to a Loan and Security Agreement dated as of even date herewith, providing for the making of loans and other financial accommodations to Debtor, as contemplated therein (as the same may be amended, restated, supplemented or otherwise modified from time to time, "**Loan Agreement**"; capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Loan Agreement, Debtor has granted to Secured Party a security interest in all of the assets of such Debtor, including, without limitation, their patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, service names, trademarks, trademark applications, trade names, goodwill, copyrights, mask works and licenses, to secure the payment of all amounts owing by Debtor to Secured Party under the Loan Agreement;

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

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of Borrower's Obligations:

(A) Borrower hereby grants to Lender a security interest in and to all of such Borrower's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and 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

60138956.2

corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the **“Patents”**);

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/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, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the **“Copyrights”**);

(iii) all of Borrower’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses and the terms of Section 9.4 of the Loan Agreement, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the **“Patent and Copyright Licenses”**);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names including, without limitation, the trademark and service mark registrations and applications listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/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 the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Borrower now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the **“Marks”**);

(v) all of Borrower’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses and the terms of Section 9.4 of the Loan Agreement, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as **“Trademark Licenses”**; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as **“Licenses”**); and

60138956.2

(vi) the goodwill of Borrower's business connected with and symbolized by the Marks;

provided, however, there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which Borrower is a licensee (and any Patents, Marks and Copyrights currently licensed by others to Borrower pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Lender's request, Borrower will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

**3. Restrictions on Future Agreements.** Borrower agrees and covenants that until the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by any Person) shall have been indefeasibly satisfied in full and the Loan Agreement shall have been terminated, Borrower will not, without Lender's prior written consent (which consent shall not be unreasonably withheld or delayed), take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Borrower's obligations under this Agreement, and Borrower further agrees and covenants that without Lender's prior written consent (which consent shall not be unreasonably withheld or delayed) it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement unless and to the extent that Borrower has concluded in the exercise of reasonable commercial judgment that any such rights are no longer of material importance to the business of Borrower. Borrower agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Lender thereto (which consent shall not be unreasonably withheld or delayed); provided Borrower may renew any Licenses in accordance with the terms thereof.

**4. Certain Covenants, Representations and Warranties of Borrower.** Borrower covenants, represents and warrants that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not, to its knowledge after a commercially reasonable due diligence inquiry, currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Borrower is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Borrower's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Borrower owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Borrower pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Borrower, in each case except for (A) rights granted by Borrower pursuant

60138956.2

to the applicable licenses listed on Schedules C and E, (B) Liens and encumbrances in favor of Lender pursuant to this Agreement and (C) Permitted Liens and other Liens which are specifically permitted pursuant to the terms of subsection 7.2(i) of the Loan Agreement; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which Borrower has any right, title or interest; (vii) Borrower has the unqualified right to enter into this Agreement and perform its terms; (viii) Borrower will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to Borrower's business); and (ix) Borrower will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been indefeasibly satisfied in full (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by any Person) and the Loan Agreement shall have been terminated, Borrower shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, the failure of Lender to make any such notation shall not limit or affect the obligations of Borrower or rights of Lender hereunder.

6. **Royalties; Terms.** Borrower hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Borrower such smaller geographic location if any is specified for Borrower's use in the applicable License) and, without any liability for royalties or other related charges from Lender to Borrower. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by any Person) and termination of the Loan Agreement.

7. **Inspection.** Lender shall have the right, at any time and from time to time during normal business hours upon reasonable advance notice to Borrower, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. From and after the occurrence and during the continuance of an Event of Default and notice by Lender to Borrower of Lender's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender or said conservator, in its sole judgment, may reasonably deem necessary to assure maintenance of the quality of products sold

60138956.2



by Borrower under the Marks consistent with the quality of products now manufactured by Borrower.

**8. Termination of Borrower's Interest.** This Agreement is made for collateral purposes only. Upon indefeasible satisfaction in full of the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by any Person) and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto, the security interest granted hereunder shall automatically be extinguished. Lender shall, at Borrower's reasonable expense, execute and deliver to Borrower, all termination statements and other instruments as may reasonably be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

**9. Duties of Borrower.** Borrower shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights, in each case, however, only to the extent such rights are material and the failure to take such actions will not have a Material Adverse Effect. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Borrower. Borrower shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Lender (which consent shall not be unreasonably withheld or delayed), unless such rights are not material and such actions will not have a Material Adverse Effect.

**10. Lender's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

**11. Waivers.** No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

60138956.2

**12. Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**13. Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

**14. Further Assurances.** Borrower shall execute and deliver to Lender, at any time or times hereafter at the reasonable request of Lender, all papers (including, without limitation, any as may be reasonably deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may reasonably request, to evidence Lender's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Agent's rights under this Agreement.

**15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby constitutes and appoints Lender as Borrower's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse Borrower's name on all applications, documents, papers and instruments reasonably determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by any Person) shall have been satisfied in full and the Loan Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Borrower hereby releases Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Lender under the powers of attorney granted herein (other than those resulting from Lender's gross negligence or willful misconduct).

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16. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its respective successors and assigns and shall inure to the benefit of Lender and its successors, assigns and nominees.


17. **Governing Law.** THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

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IN WITNESS WHEREOF, the parties hereto have entered into this Intellectual Property Security Agreement as of the date first above written.

**REPUBLIC STORAGE SYSTEMS COMPANY,  
INC.**, a Delaware corporation

By:   
Name: James L. Christofi  
Title: V.P. Finance

The undersigned accepts and agrees to the foregoing Intellectual Property Security Agreement as of the date first written above.

**TRANSAMERICA BUSINESS CAPITAL  
CORPORATION**, a Delaware corporation

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

Intellectual Property Security Agreement

IN WITNESS WHEREOF, the parties hereto have entered into this Intellectual Property Security Agreement as of the date first above written.

**REPUBLIC STORAGE SYSTEMS COMPANY,  
INC.**, a Delaware corporation


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned accepts and agrees to the foregoing Intellectual Property Security Agreement as of the date first written above.

**TRANSAMERICA BUSINESS CAPITAL  
CORPORATION**, a Delaware corporation

By:  \_\_\_\_\_  
Name: Robert L. Heinz  
Title: Senior Vice President

Intellectual Property Security Agreement

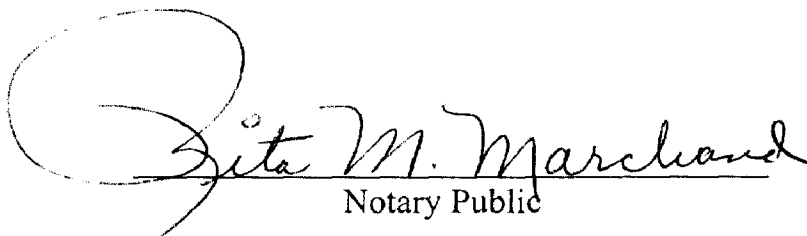
**TRADEMARK**  
**REEL: 002658 FRAME: 0498**

STATE OF OHIO )  
 ) SS.  
COUNTY OF STARK )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that James L Christofil personally known to me to be the V.P. Finance of Republic Storage Systems Company, Inc., a Delaware corporation (the "**Company**"), and personally known to me to be the same person whose name is subscribed to the foregoing Intellectual Property Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 14<sup>th</sup> day of January, 2003.

(NOTARIAL SEAL)

  
Notary Public

My Commission Expires: 2/1/04

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 002658 FRAME: 0499**

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

None.

Intellectual Property Security Agreement

**SCHEDULE B**

**COPYRIGHTS**

None.

Intellectual Property Security Agreement

TRADEMARK  
REEL: 002658 FRAME: 0501



**SCHEDULE C**

**PATENT AND COPYRIGHT LICENSES**

None.

Intellectual Property Security Agreement

**SCHEDULE D**

**TRADEMARKS, SERVICE MARKS**

<u>Trademark Name</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Republic	U.S.	1,570,646	December 12, 1989	December 12, 2009
Wedglock	U.S.	865,328	February 25, 1969	February 25, 2009
Mondrian	U.S.	1,080,372	December 27, 1977	December 27, 2007
Clerespan	U.S.	1,895,761	June 23, 1992	June 23, 2012
Metal Lumber	U.S.	1,689,828	June 2, 1992	June 2, 2012

Intellectual Property Security Agreement

**SCHEDULE E**

**TRADEMARK LICENSES**

None.

Intellectual Property Security Agreement