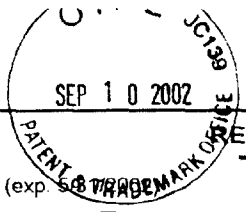


TMS



01-31-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 6/30/02) Tab settings

RECORDATION TRADE



DEPARTMENT OF COMMERCE Patent and Trademark Office

102352995

RE

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

1. Name of conveying party(ies):  
MMI Management Services LP 9.10.02

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: August 12, 2002

2. Name and address of receiving party(ies)  
 Name: Fleet Management Corporation  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 5950 Sherry Lane, Suite 300  
 City: Dallas State: Texas Zip: 75225

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Rhode Island  
 Other \_\_\_\_\_

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

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
1,231,633      1,456,119      1,639,102  
1,740,463      1,763,694      1,847,368

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....\$ 815.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Paul C. Jorgensen  
 Internal Address: \_\_\_\_\_  
 Street Address: Patton Boggs LLP  
2550 M Street, N.W.  
 City: Washington State: D.C. Zip: 20037

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

Paul C. Jorgensen                      [Signature]  
 Name of Person Signing                      Signature

Date: 8/29/02

Total number of pages including cover sheet, attachments, and document: 30

DO NOT USE THIS SPACE

09/13/2002 JTPALLAH2 00000016 1231633 775.00 DP 01 FC:401 02 FC:402

TRADEMARK APPLICATION NUMBERS AND REGISTRATION NUMBERS  
CONTINUATION SHEET

REGISTRATION NUMBERS

1,452,914	1,831,357	1,886,512	739,904	776,472
1,667,345	1,671,760	1,724,979	1,923,284	747,449
704,813	236,844	1,927,697	1,933,116	1,802,552
802,588	2,150,789	288,450	1,392,946	1,314,653
978,870	969,488	1,116,059	1,205,930	1,092,027
1,246,838	1,063,868			

AKD  
9/16/02

SPECIAL POWER OF ATTORNEY

STATE OF Texas )  
                                  ) ss.:  
COUNTY OF Harris )

1.731 633

KNOW ALL MEN BY THESE PRESENTS, that MMI MANAGEMENT SERVICES LP, a Delaware limited partnership ("Debtor"), with its chief executive office at 515 W. Greens Road, Suite 710, Houston, Texas 77067 hereby appoints and constitutes, severally, FLEET CAPITAL CORPORATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: August 12, 2002

MMI MANAGEMENT SERVICES LP,  
a Delaware limited partnership

By: MMI Products, Inc., a Delaware  
corporation, its general partner

By: Robert N. Tenczar  
Robert N. Tenczar  
Chief Financial Officer

STATE OF Texas )  
                                      ) ss.:  
COUNTY OF Harris )

On this 12<sup>th</sup> day of August, 20021, before me personally came Robert N. Tenczar, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of MMI Products, Inc., the general partner of MMI Management Services LP, the corporation authorized to act on behalf of the limited partnership and execute the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of such corporation.

Vicki Viereck  
Notary Public

