



03-25-2003



102399345

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies): **3-19-03**
Fintube Technologies, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: **The CIT Group/Business Credit, Inc.**
 Internal
 Address: _____

Street Address: **5420 LBJ Freeway, Suite 200**
 City: **Dallas** State: **TX** Zip: **75240**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **New York**
 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: **October 8, 2001**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
76/165,115; 76/213,468

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,348,387

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Deborah M. Lodge**
 Internal Address: **Patton Boggs, LLP**

Street Address: **2550 M Street, N.W.**

City: **Washington** State: **DC** Zip: **20037**

6. Total number of applications and registrations involved: **8**

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

8. Deposit account number:
50-0709

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

Deborah M. Lodge *Deborah M. Lodge* **3/19/2003**
 _____ _____ _____
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **17**

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

03/24/2003 6TON11 00000074 500709 76165115
01 FC:8521 40.00 CH
02 FC:8522 175.00 CH

TRADEMARK
REEL: 002698 FRAME: 0167

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated as of October 8, 2001, by and between FINTUBE TECHNOLOGIES, INC. and THE CIT GROUP/BUSINESS CREDIT, INC.

Trademarks Assigned from Fintube Limited Partnership to Fintube Technologies, Inc.

<u>Trademarks/Reference No.</u>	<u>Country/States</u>	<u>Registration/Serial No.</u>	<u>Status</u>
AEROSEG, M120.21	USA	® 2,348,387 on 05/09/2000	Assignment recorded 01/26/2000 05/09/2006 Section 8&15 Declaration due
ESCOA, M120.28	USA	® 873,786	TM expired 07/29/1999 Assignment recorded 1/26/2000 and was refiled as reference #M120.202
KENTUBE, M120.29	USA	® 1,023,700 on 10/28/1975	Assignment recorded 01/26/2000 10/28/2005 renewal of application due
SOLIDFIN, M120.26	USA	® 922,815 on 10/26/1971	Assignment recorded 01/26/2000 10/26/2001 renewal of application due
TURB-X, M120.25	USA	® 873,787 on 07/29/1969	Assignment recorded on 01/26/2000 07/29/2009 renewal of application due
CHANNELFIN, M120.27	USA	® 1,192,887 on 03/30/1982	Assignment recorded 01/26/2000 03/30/2002 renewal of application due
ESCOA, M120.24	Oklahoma	® 25,745 on 06/16/1993	06/16/2003 renewal of application due Assignment recorded 02/01/2000
KENTUBE, M120.23	Oklahoma	® 25,746 on 06/16/1993	06/16/2003 renewal of application due Assignment recorded 02/01/2000
TEKTUBE	Oklahoma	23,022	Trademark expired 12/11/1999

Schedule A

Trademark Security Agreement - FTI
009265.125: 169614.02

FINTUBE LIMITED PARTNERSHIP, M120.22	Mexico	474,351	Assignment recorded on 11/07/2000
ESCOA, M120.30	U.K.	® 1112613	Assignment recorded 03/20/2001 04/11/2010 renewal of application due
ESCOA SOLIDFIN, M120.31	U.K.	® 1112614	Assignment recorded 03/20/2001 file abandoned by client 11/29/2000
ESCOA, M120.202	USA	Serial No. 76/165,115 Filed 11/14/2000	Pending; examiner's amendment 04/13/2001; waiting notice of publication, was filed under Fintube Technologies, Inc.
TEKTUBE, M120.201	USA	Serial No. 76/213,468	Pending; response to office action due Filed 02/21/2001 11/11/2001; was filed under Fintube Technologies, Inc.

Italy gives this patent No.
26262/BE/99);
Spain assignment
recorded 12/22/2000 (Spain
Gives this patent No.
95915420)

Schedule A

Trademark Security Agreement - FTI
009265.125: 169614.02

TRADEMARK
REEL: 002698 FRAME: 0169

76165115

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that Fintube Technologies, Inc., a corporation formed under the laws of Oklahoma, with its principal office at 15660 N. Dallas Parkway, Suite 500, Dallas, Texas 75248 (hereinafter called "Debtor"), pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes THE CIT GROUP/BUSINESS CREDIT, INC., having a mailing address at 5420 LBJ Freeway, Suite 200, Dallas, Texas 75240 (hereinafter called the "Agent"), 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. Assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Debtor and Agent for the benefit of Agent and the Lenders and may not be revoked until the payment in full of all Secured Obligations (as such terms are defined in such Security Agreement).

Executed as of October 8, 2001.

FINTUBE TECHNOLOGIES, INC.

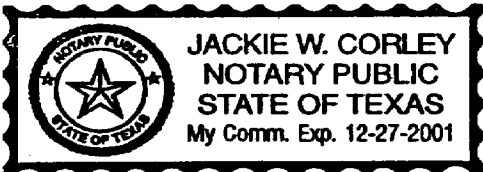
By: [Signature]
Name: Robert F. Spears
Title: Vice President

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

On this 23rd day of October, 2001, before me personally came Robert F. Spears, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Fintube Technologies, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his name thereto by order of the Board of Directors of said corporation.

[Signature]
Notary Public

My Commission Expires



Power of Attorney/Trademark Security Agreement/EI
009265.125: 169593

TRADEMARK
REEL: 002698 FRAME: 0170

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made as of the 8th day of October, 2001, by and between Fintube Technologies, Inc., a Delaware corporation having a mailing address at 15660 N. Dallas Parkway, Dallas, Texas 75248 ("Debtor"), and THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, in its capacity as agent for itself and for the hereinafter defined Lenders ("Agent"), having a mailing address at 5420 LBJ Freeway, Suite 200, Dallas, Texas 75240 or such other place as Agent may designate in writing to Debtor.

BACKGROUND

Agent, in its capacity as agent for the benefit of itself and Lenders (references to Agent herein refer to Agent in such capacity) has entered into an Amended and Restated Financing Agreement with Debtor, Lone Star Technologies, Inc. ("Parent"), Lone Star Steel Company ("LSSC"), Lone Star Logistics, Inc. ("Logistics"), T&N Lone Star Warehouse Co. ("T&N Warehouse"), Texas & Northern Railway Company ("T&N Railway"), Fintube Canada, Inc. ("FCI"), Bellville Tube Corporation ("BTC") (Debtor, Parent, LSSC, Logistics, T&N Warehouse, T&N Railway, FCI and BTC collectively known herein as the "Borrowers"), certain affiliates of the Borrowers as Guarantors thereunder, and certain lenders party thereto (the "Lenders"), dated as of the date hereof (the "Loan Agreement"), which provides for certain credit accommodations from Agent and the other Lenders to Debtor. In order to induce Agent and the other Lenders to provide the credit accommodations set forth in the Loan Agreement, Debtor agreed to execute and deliver to Agent this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement is being executed in connection with the Loan Agreement under which Agent for the benefit of Agent and the Lenders is granted a lien on and security interest in the Trademarks (as hereinafter defined), whereby Agent shall have the right to foreclose simultaneously on the Trademarks in the event of the occurrence and continuance of a default hereunder or an Event of Default under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Debtor and Agent (on behalf of the Agent and the Lenders) hereby agree as follows:

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

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

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

"Licenses" shall mean the trademark license agreements of Debtor designated on Schedule B hereto, as any of the same may from time to time be amended or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-102 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in

connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Obligations" shall mean (i) all Obligations, (ii) all other indebtedness, liabilities and other obligations of any Obligor to Agent and the Lenders, or any of them, to now or hereafter existing under the Loan Agreement and the other Loan Documents (including, without limitation, under the Security Agreement and the Guaranties), and (iii) all extensions, renewals, modifications, increases and replacements of the forgoing.

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

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

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

(i) all Licenses, except to the extent prohibited by law or contract;

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

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

3. **Representations and Warranties.** Debtor covenants and warrants that as of the date of this Security Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Debtor's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons), except for the Licenses referred to in Schedule B attached hereto and Permitted Encumbrances;

(e) Debtor has the right to enter into this Security Agreement and perform its terms; and

(f) Debtor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

4. Intentionally Omitted.

5. New Trademarks. If, before the Secured Obligations shall have been paid in full, Debtor shall obtain rights to any new trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark of any improvement on any Trademark, the provisions of Section 2 shall automatically apply thereto and Debtor shall give Agent prompt written notice thereof. Debtor grants Agent a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Security Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Security Agreement.

6. Covenants. Debtor covenants and agrees with Agent and the Lenders that from and after the date of this Security Agreement and until the Secured Obligations are fully satisfied:

(a) Maintenance of Trademarks. Debtor will not do any act, or omit to do any act, where good business judgment dictates otherwise whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Debtor shall take appropriate action at its expense, where good business judgment calls for the same, to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule B.

(b) Indemnification. (A) Debtor assumes all responsibility and liability arising from the use of the Trademarks, and Debtor hereby indemnifies and holds Agent and the Lenders harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Debtor's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Agent or any Lender under any License for any sum owing thereunder, or to enforce

any provisions of such License, Debtor will indemnify and keep Agent and the Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Debtor, and all such obligations of Debtor shall be and remain enforceable against and only against Debtor and shall not be enforceable against Agent and the Lenders.

(c) Limitations on Modifications of Licenses. Debtor will not (i) amend, modify, terminate (other than in accordance with its terms) or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination), or (iii) fail to deliver to Agent a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

(d) Notices. Debtor will advise Agent promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

7. Agent's Appointment as Attorney-in-Fact.

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

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

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or

proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Debtor might do.

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

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

(c) Debtor also authorizes Agent to execute, in connection with the sale provided for in Section 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Debtor is executing and delivering to Agent, in the form of Schedule C hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to Section 7 hereof.

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

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

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

(ii) Any and all such payments so received by Agent (whether from Debtor or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Secured Obligations in such order as Agent shall elect. Any balance of such payments held by Agent and

remaining after payment in full of all the Secured Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Agent may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the Code. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent is entitled. Debtor shall also be liable for the reasonable fees of any attorneys employed by Agent to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent with respect to the collection of any of the Secured Obligations and the enforcement of any of Agent's respective rights hereunder.

11. Termination. At such time as Debtor shall completely pay in full all of the Secured Obligations and the Loan Agreement is terminated, this Security Agreement shall terminate and Agent shall execute and deliver to Debtor all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Debtor full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

12. Notices. Any notice to Agent shall be deemed to have been duly given when deposited in the mail, first class, postage prepaid, addressed to Agent at 5420 LBJ Freeway, Suite 200, Dallas, Texas 75240, Attention: Regional Credit Manager. Any notice to Debtor hereunder shall be deemed to have been duly given when deposited in the mail, first class postage prepaid, addressed to Debtor at 15660 N. Dallas Parkway, Suite 500, Dallas, Texas 75248, Attention: General Counsel

13. No Waiver. No course of dealing between the Borrowers, Debtor, Agent and/or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or the Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

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

16. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in Sections 5 and 7.

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

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

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

FINTUBE TECHNOLOGIES, INC.

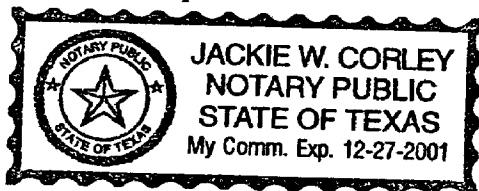
By: *Robert F. Spears*
Robert F. Spears
Vice President

THE CIT GROUP/BUSINESS CREDIT, INC.

By: *Mark Porter*
Mark Porter
Vice President

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

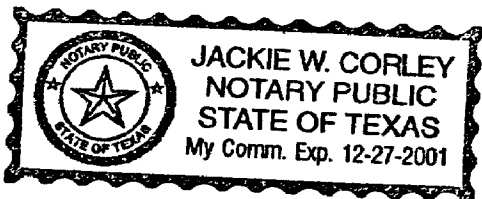
Before me, the undersigned, on this 23rd day of October, 2001, personally appeared Robert F. Spears, to me known personally, and who being by me duly sworn, deposes and says that he is the Vice President of Fintube Technologies, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.



Jackie W. Corley
Notary Public
My Commission Expires: 12-27-01

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

Before me, the undersigned, on this 23rd day of October, 2001, personally appeared Mark Porter, to me known personally, and who being by me duly sworn, deposes and says that he is Vice President of The CIT Group/Business Credit, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.



Jackie W. Corley
Notary Public
My Commission Expires: 12-27-01

**TRADEMARK SECURITY AGREEMENT
FROM FINTUBE TECHNOLOGIES, INC. TO
THE CIT GROUP/BUSINESS CREDIT, INC.**

1. U.S. Trademark Registration No.: 873,786
2. U.S. Trademark Registration No.: 1,023,700
3. U.S. Trademark Registration No.: 922,815
4. U.S. Trademark Registration No.: 873,787
5. U.S. Trademark Registration No.: 1,192,887

SCHEDULE B

Licenses:

None.

Schedule I

Trademark Security Agreement - FTI
009265.125: 169614.02

TRADEMARK
REEL: 002698 FRAME: 0179

SCHEDULE C

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that Fintube Technologies, Inc., a corporation formed under the laws of Delaware, with its principal office at 15660 N. Dallas Parkway, Suite 500, Dallas, Texas 75248 (hereinafter called "Debtor"), pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes THE CIT GROUP/BUSINESS CREDIT, INC., having a mailing address at 5420 LBJ Freeway, Suite 200, Dallas, Texas 75240 (hereinafter called the "Agent"), 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. Assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Debtor and Agent for the benefit of Agent and the Lenders and may not be revoked until the payment in full of all Secured Obligations (as such terms are defined in such Security Agreement).

Executed as of October 8, 2001.

FINTUBE TECHNOLOGIES, INC.

By: _____
Robert F. Spears
Vice President

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

On this 23rd day of October, 2001, before me personally came Robert F. Spears, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Fintube Technologies, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

My Commission Expires