

FORM PTO-1594 (modified)

(Rev 03/01)

RECORD

TR

4-14-03

04-16-2003



102421795

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Director of the United States Patent and Tr

Use record the attached original documents or copies thereof.

1. Name of conveying party(ies):
AEROFORM THERMAL EQUIPMENT CORPORATION

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State
 Other _____

Additional conveying party(ies) **NO**

2. Name and address of receiving party(ies):

Name: **DELAWARE CAPITAL FORMATION, INC.**
Street Address: **1403 Foulkstone Plaza, Suite 102**
City: State: Zip: **Wilmington, DE 19803**

-and-

Name: **DOVER DIVERSIFIED, INC.**
Street Address: **2607 N. Grandview Blvd., Suite 105**
City: State: Zip: **Waukesha, WI 53188**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State (both entities)
 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 1, 2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2502346; 2430837; 2228959; 2289348; 1442826; 1897950; and 2647711 (75-709021)

Additional number(s) attached Yes No

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

Name: **James L. Vana**
Internal Address: **FOLEY & LARDNER**
Street Address: **Suite 3800**
777 East Wisconsin Avenue
City: **Milwaukee** State: **Wisconsin** Zip: **53202-5306**

6. Total number of applications/patents involved: **7**

7. Total fee (37 C.F.R. § 3.41): **\$280.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **06-1447**

04/15/2003 DBYRNE 00000088 2502346 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.

James L. Vana

Name of person signing Signature Date

James L. Vana **4/18/03**

Total number of pages including cover sheet, attachments, and document: 1

0000126199 \$900.00
00015/2003 DBYRNE CHECK Refund Total:

SCHEDULE C

TRADEMARKS

TBA	COUNTRY	MARK	REGISTRATION #	REGISTERED DATE	SERIAL #	GOODS/SERVICES
TBA	United States	BARON AUTOCLAVE	2502346	30-Oct-01	75-453282	REPAIR AND MAINTENANCE OF AUTOCLAVES
Registered	United States	TEC and Design	2430837	27-Feb-01	75-709020	(INT. CL. 11) AUTOCLAVES; PRESSURE VESSELS AND HEATERS, NAMELY, COMBUSTION CHAMBERS USED FOR HEATING AUTOCLAVES; INDUSTRIAL OVENS FOR USE IN THE CURING AND BONDING OF COMPOSITE STRUCTURES (INT. CL. 37) INSTALLATION, MAINTENANCE, REPAIR AND SERVICES OF HEA
Asmt-Registered	United States	BARON BLAKESLEE	2228959	02-Mar-99	75-481209	REPAIRING AND MAINTAINING OF DEGREASING AND CLEANING EQUIPMENT
Asmt-Pending	United States	ACCS-98	2289348	26-Oct-99	75-329900	COMPUTER PROGRAMS FOR OPERATION OF AUTOCLAVE APPARATUS, COMPUTER TERMINALS, COMPUTER KEYBOARDS, BLANK COMPUTER STORAGE MEDIA, AND COMPUTER MANUALS SOLD THEREWITH
Asmt-Registered	United States	ACCS	1442826	16-Jun-87	73-588546	COMPUTER PROGRAMS, COMPUTER TERMINALS, COMPUTER KEYBOARDS, BLANK COMPUTER STORAGE MEDIA, AND COMPUTER MANUALS SOLD THEREWITH
Asmt-Registered	United States	NZE	1897950	06-Jun-35	74-358121	pressure-controlled solvent-filled cleaning tank
Registered	United States	THERMAL EQUIPMENT CORPORATION			75-709021	(INT. CL. 11) AUTOCLAVES; PRESSURE VESSELS AND HEATERS, NAMELY, COMBUSTION CHAMBERS USED FOR HEATING AUTOCLAVES; INDUSTRIAL OVENS FOR USE IN THE CURING AND BONDING OF COMPOSITE STRUCTURES (INT. CL. 37) INSTALLATION, MAINTENANCE, REPAIR, AND SERVICES OF HE
Registered	Taiwan	TEC Logo	119686	31-Dec-99	87061329	Installation, maintenance, repair and service of autoclaves, pressure vessels, ovens, heaters, boilers and combustion chambers
Registered	Taiwan	TEC Logo	881.775	01-Feb-00	87061330	Autoclaves, Pressure Vessels, Ovens, Heaters, Boilers and Combustion Chambers, All For Industrial Purposes
Registered	Taiwan	THERMAL EQUIPMENT CORPORATION	156016		87061331	Installation, maintenance, repair and service of autoclaves, pressure vessels, ovens, heaters, boilers and combustion chambers
TBA	South Africa (Zaire)	TEC Logo	File #051803/117			
TBA	South Africa (Zaire)	THERMAL EQUIPMENT CORPORATION	File #051803/0113			
Registered	Singapore	TEC Logo	12775/98		12775/98	installation, maintenance, and repair services in relation to autoclaves, pressure vessels, ovens, heaters, boilers, and combustion chambers
Asmt-Registered	Singapore	ACCS-98	s/164/98		s/164/98	
Assigned	Singapore	TEC Logo	12776/98		12776/98	
Registered	Singapore	THERMAL EQUIPMENT CORPORATION	12773/98		12773/98	installation, maintenance, and repair services in relation to autoclaves, pressure vessels, ovens, heaters, boilers, and combustion chambers
Registered	Singapore	THERMAL EQUIPMENT CORPORATION			T98/12774	installation, maintenance, and repair services in relation to autoclaves, pressure vessels, ovens, heaters, boilers, and combustion chambers

SECURITY AGREEMENT
FOR COPYRIGHTS, PATENTS, AND TRADEMARKS

THIS SECURITY AGREEMENT FOR COPYRIGHTS, PATENTS, AND TRADEMARKS ("Agreement") is made as of October 1, 2002, by AEROFORM THERMAL EQUIPMENT CORPORATION ("Debtor"), a California corporation, for the benefit of DELAWARE CAPITAL FORMATION, INC. and DOVER DIVERSIFIED, INC. (collectively, "Secured Party").

WITNESSETH:

WHEREAS Debtor and Secured Party are parties to certain Promissory Notes ("Notes") dated October 1, 2002; and

WHEREAS Secured Party wishes to secure Debtor's payment obligations under the Notes by means of a security interest in certain of Debtor's Copyrights, Patents, and Trademarks;

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 and Secured Party agree as follows:

1. **Incorporation.** The Notes and the terms and provisions thereof are incorporated herein in their entirety.
2. **Obligations.** The term "Obligations" is used herein in its most comprehensive sense and includes (without limitation) any and all present and future debts, obligations and liabilities of Debtor to Secured Party or either of them including without limitation pursuant to the Notes, whether or not any or all such debts, obligations and liabilities are or become barred by any statute of limitations or otherwise unenforceable, including (without limitation) all obligations of Debtor under this Agreement.
3. **Event of Default:** All references herein to "Event of Default" shall include "Default," "Nonbankruptcy Default," and "Bankruptcy Default," as defined in the Notes.
4. **Service Marks.** All references herein to "trademarks" shall include "service marks" as well.
5. **Domain Names.** All references herein to "trademarks" shall include any domain name that includes a trademark or service mark.
6. **Trade Dress.** All references herein to "trademarks" shall include any trade dress and industrial design.
7. **Security Interest in Copyrights, Patents, and Trademarks.** To secure the complete and timely satisfaction of all of the Obligations, Debtor hereby grants to Secured

Party a security interest, having priority over all other security interests, in all of Debtor's following assets:

(i) all Debtor copyrights, including without limitation such as are listed on Schedule A attached hereto and made a part hereof, (all of the foregoing are hereinafter referred to collectively as the "Copyrights");

(ii) all Debtor patents and patent applications, issued or pending, including without limitation such as are listed on Schedule B, attached hereto, together with all income, royalties, shop rights, damages and payments thereto, the right to sue for infringements thereof, and all rights thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business connected with the use of and symbolized by such patents (all of the foregoing are hereinafter referred to collectively as the "Patents"); and

(iii) all Debtor trademarks, trademark registrations, trade names, trade name registrations, and trademark or trade name applications, including without limitation those listed on Schedule C, attached hereto and made a part hereof, as the same may be amended from time to time, 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, (d) all rights corresponding thereto throughout the world, and (e) the goodwill of the business operated by Debtor connected with and symbolized by any trademarks or trade names (all of the foregoing are hereinafter referred to collectively as the "Trademarks"); and

(iv) any proceeds acquired upon the sale, lease, license, exchange, or other disposition of the Copyrights, Patents and Trademarks;

8. **Representations and Warranties.** Debtor represents and warrants that Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Copyrights, Patents and Trademarks, free and clear of any liens, charges and encumbrances (except as provided herein), including without limitation pledges, assignments, licenses, registered-user agreements, shop rights and covenants by Debtor not to sue third persons.

9. **Subsequent Copyrights, Patents and Trademarks.** If, before the Obligations have been satisfied in full, Debtor shall obtain rights to any other copyrights, patents or new patentable inventions, trademarks, or registrations thereof or applications or licenses therefor, the provisions of this Agreement shall apply thereto. Debtor shall be deemed to have granted and does hereby grant to Secured Party a security interest therein to secure the complete and timely satisfaction of all of the Obligations, and Debtor shall give Secured Party prompt written notice thereof.

10. **Restrictions on Future Agreements.** Debtor agrees that until the Obligations shall have been satisfied in full and the security interest granted hereby has been released, Debtor will not, without Secured Party's prior written consent, enter into any

agreement, including license agreements, which is inconsistent with Debtor's obligations under this Agreement, and Debtor 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 affect the validity or enforceability of the rights transferred to Secured Party under this Agreement.

11. **Secured Party's Right to Inspect.** Secured Party shall have the rights, at any time during Debtor's regular business hours and from time to time, to examine Debtor's books and records relating to the Copyrights, Patents and Trademarks.

12. **Termination of Secured Party's Security Interest.** This Agreement is made for collateral purposes only. Upon payment and performance in full of the Obligations and release of the security interests granted to Secured Party by Debtor hereunder, Secured Party shall promptly execute and deliver to Debtor all agreements, termination statements and other instruments as may be necessary or proper to terminate Secured Party's security interest in the Copyrights, Patents and Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant hereto, or pursuant to the Notes.

13. **Duties of Debtor.** Debtor shall have the duty (i) to prosecute diligently any copyright, patent, or trademark application which is material to its business or the business of its licensees and affiliated entities and which is part of the Copyrights, Patents and Trademarks, respectively, pending as of the date hereof or thereafter until the Obligations shall have been paid and performed in full, and (ii) to preserve and maintain all rights in Copyrights, Patents and Trademarks deemed material to its business or the business of its licensees and affiliated entities. Any expenses or filing fees incurred in connection with such applications or the maintenance of the Trademarks and Patents shall be borne by Debtor. Debtor shall not abandon any right to file an application, or any pending application, trademark, trade name, or patent deemed material to its business or the business of its licensees and affiliated entities, without the consent of Secured Party, which consent shall not be unreasonably withheld.

14. **Secured Party's Right to Sue.** From and after the occurrence of an Event of Default and the giving by Secured Party of written notice to Debtor of Secured Party's intention to enforce its rights and claims against any of Copyrights, Patents and Trademarks, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Patents, and Trademarks, and any licenses thereunder, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by Secured Party in aid of such enforcement.

15. **Waivers.** No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Notes 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.

16. **Severability.** The provisions of this Agreement are severable, and if any clause or provisions 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 provisions, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. **Modification.** This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

18. **Cumulative Remedies; Power of Attorney.** All of Secured Party's rights and remedies with respect to the Copyrights, Patents and Trademarks, whether established by this Agreement, by the Notes, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Debtor hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power (i) at any time from and after the occurrence of an Event of Default to (a) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Copyrights, Patents and Trademarks, or (b) take any other actions (other than those identified in clause (ii) below) with respect to the Copyrights, Patents and Trademarks as the Secured Party deems in the best interest of the Secured Party, and (ii) from and after the occurrence of an Event of Default and the giving by Secured Party of written notice to Debtor of Secured Party's intention to enforce its rights and claims against any of the Copyrights, Patents or Trademarks, to (a) grant or issue any exclusive or nonexclusive license under the Trademarks or Patents to anyone, or (b) assign, pledge, convey or otherwise transfer title in or dispose of the Copyrights, Patents or Trademarks to anyone. Debtor 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 shall have been paid and performed in full or the security interests granted to Secured Party by this Agreement have been released. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Secured Party 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 Copyrights, Patents or Trademarks may be located.

19. **Binding Effect; Benefits.** This Agreement shall be binding upon the Debtor and its respective successors and permitted assigns and shall inure to the benefit of Secured Party, its nominees and assigns.

20. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in the State of California and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of California.

[SIGNATURE PAGE FOLLOWS]

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

Debtor:

AEROFORM THERMAL EQUIPMENT CORPORATION, a California corporation

Signed in the presence of the undersigned:

Witness:

Name: George Blanton

By:

Ian C. Toll, Chief Executive Officer

Secured Party:

DOVER DIVERSIFIED INC., a Delaware corporation

By:

Name: Marcel M. Zondag

Title: Authorized Signatory

DELAWARE CAPITAL FORMATION, INC., a Delaware corporation

By:

Name: Marcel M. Zondag

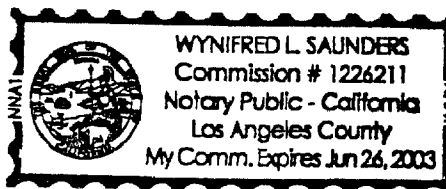
Title: Authorized Signatory

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

This instrument was acknowledged before me on October 1, 2002 by Ian C. Toll, the Chief Executive Officer of AEROFORM THERMAL EQUIPMENT CORPORATION, a California corporation.

Notary Public Wynifred L. Saunders
My Commission 6/22/03
Expires: _____

My Commission Expires:
6/26/03



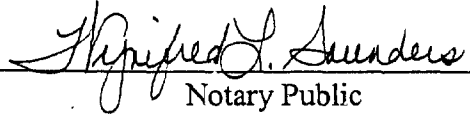
STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On this the 1st day of October, 2002, the undersigned personally appeared who acknowledged himself/herself to be the authorized signatory of DELAWARE CAPITAL FORMATION, INC., a Delaware corporation, and that he/she, as such, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as authorized signatory.

In witness whereof I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

6/23/03



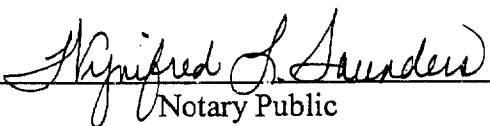
STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On this the 1st day of October, 2002, the undersigned personally appeared who acknowledged himself/herself to be the authorized signatory of DOVER DIVERSIFIED, INC., a Delaware corporation, and that he/she, as such, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as authorized signatory.

In witness whereof I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

6/23/03



SCHEDULE C

TRADEMARKS

TBA	COUNTRY	MARK	REGISTRATION #	REGISTERED DATE	SERIAL #	GOODS/SERVICES
TBA	United States	BARON AUTOCLAVE	2502346	30-Oct-01	75-453282	REPAIR AND MAINTENANCE OF AUTOCLAVES
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Asmt-Registered	United States	BARON BLAKESLEE	2228959	02-Mar-99	75-481209	REPAIRING AND MAINTAINING OF DEGREASING AND CLEANING EQUIPMENT
Asmt-Pending	United States	ACCS-98	2289348	26-Oct-99	75-329900	COMPUTER PROGRAMS FOR OPERATION OF AUTOCLAVE APPARATUS, COMPUTER TERMINALS, COMPUTER KEYBOARDS, BLANK COMPUTER STORAGE MEDIA, AND COMPUTER MANUALS SOLD THEREWITH
Asmt-Registered	United States	ACCS	1442826	16-Jun-87	73-588546	COMPUTER PROGRAMS, COMPUTER TERMINALS, COMPUTER KEYBOARDS, BLANK COMPUTER STORAGE MEDIA, AND COMPUTER MANUALS SOLD THEREWITH
Asmt-Registered	United States	NZE	1897950	06-Jun-95	74-358121	pressure-controlled solvent-filled cleaning tank
Registered	United States	THERMAL EQUIPMENT CORPORATION			75-709021	(INT. CL. 11) AUTOCLAVES; PRESSURE VESSELS AND HEATERS, NAMELY, COMBUSTION CHAMBERS USED FOR HEATING AUTOCLAVES; INDUSTRIAL OVENS FOR USE IN THE CURING AND BONDING OF COMPOSITE STRUCTURES (INT. CL. 37) INSTALLATION, MAINTENANCE, REPAIR, AND SERVICES OF HE
Registered	Taiwan	TEC Logo	119686	31-Dec-99	87061329	Installation, maintenance, repair and service of autoclaves, pressure vessels, ovens, heaters, boilers and combustion chambers
Registered	Taiwan	TEC Logo	881.775	01-Feb-00	87061330	Autoclaves, Pressure Vessels, Ovens, Heaters, Boilers and Combustion Chambers, All For Industrial Purposes
Registered	Taiwan	THERMAL EQUIPMENT CORPORATION	156016		87061331	Installation, maintenance, repair and service of autoclaves, pressure vessels, ovens, heaters, boilers and combustion chambers
TBA	South Africa (Zaire)	TEC Logo	File #051803/117			
TBA	South Africa (Zaire)	THERMAL EQUIPMENT CORPORATION	File #051803/0113			
Registered	Singapore	TEC Logo	12775/98		12775/98	installation, maintenance, and repair services in relation to autoclaves, pressure vessels, ovens, heaters, boilers, and combustion chambers
Asmt-Registered	Singapore	ACCS-98	s/164/98		s/164/98	
Assigned	Singapore	TEC Logo	12776/98		12776/98	
Registered	Singapore	THERMAL EQUIPMENT CORPORATION	12773/98		12773/98	installation, maintenance, and repair services in relation to autoclaves, pressure vessels, ovens, heaters, boilers, and combustion chambers
Registered	Singapore	THERMAL EQUIPMENT CORPORATION			T98/12774	installation, maintenance, and repair services in relation to autoclaves, pressure vessels, ovens, heaters, boilers, and combustion chambers