

FACSIMILE OF FORM PTO-1595 **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY PATENT AND TRADEMARK OFFICE

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

1. Name of conveying party(ies):
 Tech Spray, L.P.

Individual(s) Association
 General Partnership Limited Partnership -
 Corporation State of Texas
 Other

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

2. Name and address of receiving party(ies):
 Name: Texas Growth Capital Fund, L.P.
 Address: 363 N. Sam Houston Parkway, E.
 Suite 455
 Houston, Texas 77060

Individual(s) citizenship
 Association
 General Partnership
 Corporation
 Other - a Limited Partnership of the State of Delaware

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: September 4, 2003

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):
 A. Trademark Application No.(s)
See attached list

B. Trademark Registration No.(s)
See attached list

Additional numbers attached? Yes No

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Locke Liddell & Sapp LLP
 Internal Address: Attn: Patricia Paquet
 Street Address: 600 Travis St., Suite 3400
 City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved:20

7. Total fee (37 C.F.R. 3.41)..... \$515.00
 Enclosed
 Authorized to be charged to deposit account (any deficiency in enclosed fees)
 Authorized to be charged to deposit account

8. Deposit account number:
12-1322 (Atty Dkt: 020625-00003)
 (DO NOT attach duplicate copy of this page even 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.

PATRICIA PAQUET *Patricia Paquet* 9-30-03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 22

CH \$616.00 121322 76187070

Attachment to Trademark Assignment Cover Sheet

Pending Trademark Application Numbers	Trademark Registration Numbers
76/187,070	737,491
	1,041,190
	1,316,629
	1,456,211
	1,728,772
	1,730,571
	1,732,288
	1,734,285
	1,765,433
	1,768,339
	1,778,986
	1,805,798
	1,821,394
	1,926,491
	2,214,240
	2,553,321
	2,605,677
	2,652,416
	2,732,188

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Security Agreement"), is made as of September 4, 2003, by TECH SPRAY, L.P., a Texas limited partnership (the "Grantor"), in favor of TEXAS GROWTH CAPITAL FUND, L.P., in its capacity as Agent for the Lenders now or hereafter a party to the Loan Agreement (hereinafter defined) (in such capacity, the "Secured Party").

RECITALS:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as amended, extended, modified, restructured or renewed from time to time, the "Loan Agreement") by and among Grantor, Secured Party and certain lenders therein named (collectively, the "Lenders"), Lenders have agreed to make loans in the aggregate principal amount of \$4,350,000 (the "Loan") to Grantor evidenced by Secured Promissory Notes of even date herewith executed by Grantor payable to the order of the respective Lenders (together with any amendments, extensions, modifications and/or renewals thereof and/or any promissory notes given in payment thereof, the "Note"); and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the Loan to Grantor under the Loan Agreement, that Grantor execute and deliver this Agreement to Secured Party.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lenders to enter into the Loan Agreement and to induce Lenders to make the Loan to Grantor under the Loan Agreement, Grantor hereby agrees with Secured Party, as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

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

"Copyrights" means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in Schedule A hereto.

"Copyright License" means any agreement material to the operation of Grantor's businesses, whether written or oral, providing for the grant by or to Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a

copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any thereof referred to in Schedule A hereto.

"Intellectual Property" means all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of Grantor's businesses, as defined herein and/or referred to in Schedule A hereto.

"Invention" means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of Grantor's businesses and developed by Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent Application(s).

"Know-how" means any knowledge or information that is material to Grantor's business and that enables Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success, including, without limitation, any such knowledge or information referred to in Schedule B hereto.

"Other Proprietary Property" means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like, including, without limitation, all such rights referred to in Schedule B hereto.

"Patents" means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in Schedule A hereto.

"Patent License" means any agreement material to the operation of Grantor's business, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

"Proceeds" means "proceeds," as such term is defined in Section 9-102(a)(65) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Security Agreement” means this Intellectual Property Security Agreement, as amended, supplemented or otherwise modified from time to time.

“Trade Secret” means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value including, without limitation, any such information referred to in Schedule B hereto.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Schedule A hereto.

“Trademark License” means any agreement, material to the businesses of Grantor, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of Texas.

2. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of the Grantor under the Loan Documents, Grantor hereby assigns and grants to Secured Party for the benefit of Lenders a security interest in all of Grantor’s right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”), that are material to the business of Grantor, including all Proceeds and products of any and all of the Intellectual Property, whether or not included in Schedule A or Schedule B.

3. **Representations and Warranties Concerning the Intellectual Property.**
Grantor represents and warrants that:

(a) Schedule A and Schedule B hereto include all Intellectual Property and Other Proprietary Property owned by Grantor in its own name or as to which Grantor has any colorable claim of ownership that are material to the business of Grantor as of the date hereof.

(b) Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property and the Other Proprietary Property, and/or has the unrestricted right to use all such Intellectual Property and Other Proprietary Property pursuant to a valid license or other agreement.

(c) Grantor’s rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All licenses, franchise agreements and other agreements conveying rights in and to the Intellectual Property and Other Proprietary Property are identified on Schedule A and Schedule B hereto and are in full force and effect. To the best knowledge of Grantor, Grantor is not in default under any such agreement, and no event has occurred which might constitute a default by Grantor under any such agreement.

(e) Except as set forth in Schedule A, all of the Intellectual Property is free and clear of any and all liens, security interests, options, licenses, pledges, assignments, encumbrances and/or agreements of any kind other than Permitted Liens, and Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property.

(f) All prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest Grantor with complete, unrestricted ownership rights therein.

(g) Grantor has not, within the three (3) months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) No proceedings have been instituted or are pending or, to Grantor's knowledge, threatened that challenge Grantor's rights to use the Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any of the Intellectual Property or Grantor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any of the Intellectual Property.

(i) To the best of Grantor's knowledge, the current conduct of Grantor's business and Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any third party in any way which adversely affects the business, financial condition or business prospects of Grantor. Further, except as set forth in Schedule A and Schedule B, Grantor is not aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which affects the business, financial condition or business prospects of Grantor. Grantor is not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) Grantor is unaware of any infringement by any other party upon its Intellectual Property rights. Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any infringement by third parties of Grantor's Intellectual Property rights or any theft of Grantor's Other Proprietary Property at Grantor's sole cost.

(k) All past and present employees of Grantor and/or parties with whom Grantor (including any predecessor-in-interest of Grantor) had any contractual relationship ("contractors"), whose employment (or contractual) functions included or affected research and development or other material aspects of Intellectual Property have executed agreements requiring them to disclose to Grantor any and all inventions created or developed during and within the scope of their employment by or contractual relationship with Grantor and obligating them to assign all of their respective right, title and interest in and to all such inventions to Grantor.

4. **Covenants.** Grantor covenants and agrees with Secured Party that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Secured Party, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens created hereby. Grantor also hereby authorizes Secured Party to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral, other than the Permitted Liens and the liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do.

(d) Grantor will advise Secured Party promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any lien (other than liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

(e)

(i) Grantor (either itself or through licensees) will, except with respect to any Trademark that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to so do, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such

Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Secured Party shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Grantor will not, except with respect to any Patent that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determine so to do, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Secured Party, Grantor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a material adverse effect on the business of Grantor.

(iii) Grantor will promptly notify Secured Party if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(iv) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Secured Party within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Secured Party, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Grantor, except with respect to any Patent, Trademark or Copyright Grantor shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to so do, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each

Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by Grantor.

(vi) In the event Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, Grantor shall promptly notify Secured Party after it learns thereof and shall, unless Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to Grantor which determination Grantor shall promptly report to Secured Party, promptly sue for infringement, misappropriation or dilution, or take such other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(vii) If requested by Secured Party, Grantor will furnish to Secured Party each year, on the anniversary date of the execution of this Agreement, statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this agreement and not identified on Schedule A and Schedule B, all transfers, assignments, licenses or sub-licenses of the Collateral by Grantor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Secured Party 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 Grantor and in the name of Grantor or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default in Secured Party's discretion, for the purpose 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, Grantor hereby grants Secured Party the power and right, on behalf of Grantor without notice to or assent by Grantor, to do the following:

(i) at any time when any Event of Default shall have occurred and is continuing in the name of Grantor 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, or with respect to, any Collateral 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 Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens 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 part of the premiums therefor and the costs thereof; and

(iii) at any time when any Event of Default shall have occurred and is continuing (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) 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 portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Grantor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and the liens of Secured Party thereon and to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do. Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Grantor also authorizes Secured Party, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party 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 partners, officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct (**REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES**) or failure to comply with mandatory provisions of applicable law.

6. **Performance by Secured Party of Grantor's Obligations.** If the Grantor fails to perform or comply with any of its agreements contained herein and Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Note, shall be payable by Grantor to Secured Party on demand and shall constitute Obligations secured hereby.

7. **Proceeds.** It is agreed that if an Event of Default shall occur and be continuing, then (a) all Proceeds received by the Grantor consisting of cash, checks and other cash equivalents shall be held by the Grantor in trust for Secured Party, segregated from other funds of the Grantor, and shall, forthwith upon receipt by the Grantor, be turned over to Secured Party in the exact form received by the Grantor (duly endorsed by the Grantor to Secured Party, if required), and (b) any and all such Proceeds received by Secured Party (whether from a Grantor or otherwise) shall promptly be applied by Secured Party against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in the Loan Agreement.

8. **Remedies Upon Default.** Upon an Event of Default under and as defined in the Loan Agreement, Secured Party may pursue any or all of the following remedies, without any notice to the Grantor except as required below:

(a) Secured Party may give written notice of default to the Grantor, following which the Grantor shall not dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Secured Party's prior written consent, even if such disposition is otherwise permitted hereunder in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Secured Party may obtain a temporary restraining order or other equitable relief to enforce the Grantor's obligation to refrain from so impairing Secured Party's Collateral.

(b) Secured Party may take possession of any or all of the Collateral. Grantor hereby consents to Secured Party's entry into any of Grantor's premises to repossess Collateral, and specifically consents to Secured Party's forcible entry thereto as long as Secured Party causes no significant damage to the premises in the process of entry (drilling of locks, cutting of chains and the like do not in themselves cause "significant" damage for the purposes hereof) and provided that Secured Party accomplishes such entry without a breach of the peace.

(c) Secured Party may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least five (5) days prior to sale. Secured Party may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Secured Party may elect, in its sole discretion. Secured Party may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Secured Party may exercise its lien upon and right of setoff against any monies, items, credits, deposits or instruments that Secured Party may have in its possession and

that belong to Grantor or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Secured Party may exercise any right that it may have under any other document evidencing or securing the Obligations or otherwise available to Secured Party at law or equity.

(f) In any public or private sale, each Lender if bidding for its own account or for its own account and the accounts of other Lenders is prohibited from including in the amount of its bid an amount to be applied as a credit against its Note or the Notes of the other Lenders; instead, such Lender must bid in cash only; provided that this provision is for the sole benefit of Secured Party and Lenders and shall not inure to the benefit of Debtor. However, in any such public or private sale, Secured Party may (but shall not be obligated to) submit a bid for all Lenders (including itself) in the form of a credit against the Debt owed to all of Lenders, and Secured Party or its designee may (but shall not be obligated to) accept title to property purchased at such public or private sale for and on behalf of all Lenders.

9. **Limitation on Duties Regarding Preservation of Collateral.** Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Secured Party would deal with similar property for its own account. Neither Secured Party nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantor or otherwise.

10. **Powers Coupled with an Interest.** All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. **Severability.** Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. **Section Headings.** The section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. **No Waiver: Cumulative Remedies.** Secured Party shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Secured Party of any right or remedy hereunder on

any occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. **Waivers and Amendments; Successors and Assigns; Interpretation.** None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Secured Party, provided that any provision of this Security Agreement may be waived by Secured Party in a written letter or agreement executed by Secured Party or by facsimile transmission from Secured Party. This Security Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Secured Party and its successors and assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. **Notices.** Any and all notices, elections or demands permitted or required to be made under this Security Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, telecopied, or sent by certified mail or overnight via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery or telecopy or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice, election or demand. For notices under this Security Agreement, the parties hereto shall use the addresses and information set forth in the Loan Agreement.

16. **Governing Law.** This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

17. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

18. **Consent to Jurisdiction; Exclusive Venue.** Grantor hereby irrevocably consents to the jurisdiction of the United States District Court for the Southern District of Texas and of all Texas state courts sitting in Harris County, Texas, for the purpose of any litigation to which Secured Party may be a party and which concerns this Security Agreement or the Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Harris County, Texas, unless Secured Party agrees to the contrary in writing.


19. **Waiver of Trial by Jury.** Secured Party and Grantor hereby knowingly and voluntarily with the benefit of counsel waive trial by jury in any actions, proceedings, claims or counter-claims, whether in contract or tort or otherwise, at law or in equity, arising out of or in any way relating to this Agreement or the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

TECH SPRAY, L.P.,
a Texas limited partnership

By: Tech Spray Management Company,
L.L.C., a Texas limited liability
company, its General Partner


By: 
Richard G. Russell, Sole
Manager

SECURED PARTY:

TEXAS GROWTH CAPITAL FUND, L.P.

**By: Texas Growth Capital Partners, L.P.,
General Partner**

**By: Texas GCP Fund, LLC,
General Partner**

By: 
Name: JAMES F. FORRESTER
Title: General Partner

SCHEDULE A

Intellectual property listed on Schedule 2.1(f) to the Loan Agreement

(copy Attached)

SCHEDULE B

See the intellectual property listed on Schedule 2.1(f) to the Loan Agreement

(copy attached)

Schedule 2.1(f)
to Loan Agreement

Schedule of Tech Spray, L. P. Trademarks and Patents

Registered:

TECHSPRAY - 2,732,188
 STRATUS - 1,926,491
 PRO WICK - 1,805,798
 TECHBRUSH - 1,821,394
 BLUE SHOWER - 1,730,571
 QUICK TEST - 2,652,416

ZERO CHARGE - 1,732,288
 TECH HOLD - 1,768,339
 TECHCLEAN - 1,734,285
 PRECISION DUSTER - 1,765,433
 WONDERMASK - 1,728,772

Other Trademarks:

TECHSPRAY logo
 STRATUS logo
 G3 logo
 TRACE TECHNOLOGIES logo
 CARIBBEAN SUN
 VORTEX
 TRACE TECHNOLOGIES - 2,605,677
 G3
 LICRON - 76/187,070
 FINE-L-KOTE
 TECHSWABS
 ETC.
 ENVI-RO-TECH
 KLEEN-IT
 FD PLUS

ADVANEX
 BLUE STUFF
 C/D SOLV
 EASY PULL
 ECOLUBE
 ECOLINE
 EQUINOX GOLD
 PENETRATOR
 PROSHIELD
 PURWIPE
 RID-OX
 SLIC
 TECH ROLL
 TSNet

Patent:

1. **Electronic Assembly Process and Apparatus**
 Issued: Feb. 8, 1983 [Patent No. 4,372,475] Inventor: Melvin L. Goforth
2. **Aerosol Static Dissipator**
 Issued: April 11, 1989 [Patent No. 4,819,837] Inventor: Melvin L. Goforth
3. **Composition and Process for Prevention Electrostatic Discharge**, Issued: June 14, 1994 [Patent No. 5,320,780]
 Inventor: Dr. Greg R. Unruh
 Harris, Tucker & Hubbard File No.: TECS B7944
4. **Conformally Coated Faraday Cage**
 Issued: Sept. 27, 1994 [Patent No. 5,350,594] Inventor: Greg R. Unruh
 Harris, Tucker & Hubbard File No.: TECS B7942

Patents Continued

5. **UV Curable Temporary Solder Mask**
Issued: May 30, 1995 [Patent No. 5,420,171] Inventor: Dr. Greg R. Unruh
Harris, Tucker & Hubbard File No.: TECS B7941
6. **Composition and Process for Prevention Electostatic Discharge**, Issued: June 20, 1995 [Patent No. 5,425,995]
Inventor: Dr. Greg R. Unruh
Harris, Tucker & Hubbard File No.: TECS B7944D
7. **Composition for Removal of Ionic Salt Deposits**
Issued: Dec. 31, 1996 [Patent No. 5,589,446] Inventor: Dr. Greg R. Unruh
Harris, Tucker & Hubbard File No.: TECS B7943CIPD1
8. **Process for Removal of Ionic Salt Deposits**
Issued: Feb. 18, 1997 [Patent No. 5,604,191] Inventor: Dr. Greg R. Unruh
Harris, Tucker & Hubbard File No.: TECS B7943CIP
9. **Composition and Process for Removal of Ionic Salt Deposits**
Issued: January 6, 1998 [Patent No. 5,705,463] Inventor: Dr. Greg Unruh
Locke Purnel Rain Harrell: 88246-60195
(Harris, Tucker & Hubbard File No.: TECS B7943)
10. **Static Dissipative Coating**
Issued: February 10, 1998 [Patent No. 5,716,551] Inventors: Dr. Greg Unruh and
Jean Wynn
Locke Purnel Rain Harrell & Harris, Tucker & Hubbard File No.: TECS B8096

Pending Patents are as follows:

1. **Thermoformable Electrostatic Dissipative Polymers**
Harris, Tucker & Hubbard File No.: TECS B8547
2. **Non-Humidity Dependent Conductivity into Thermoformable PETG**
Harris, Tucker & Hubbard File No.: A16991
3. **Charge Transfer Thermoset Coatings**
Harris, Tucker & Hubbard File No.: A17148

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T-118 P.003/006 F-743

Listing of Plato Products' Intellectual Property

Type	Country	Mark / Description	Registration #	Date Issued	Status	Other Deadline	Renewal Date
Other Information							
Intent-to-Use Application							
<u>Intent-to-Use Application MATRIX</u>							
	USA	Allowing use of trademark symbol	75/751,540	07/16/1999	Current		
Patent							
<u>Patent</u>	USA	<u>Desoldering Aid</u>	4,962,878	10/16/1990	Expired		10/16/1994
		Box style desoldering tip to remove components					
<u>Patent</u>	USA	<u>Desoldering Aid and Method</u>	4,858,820	08/22/1989	Current		08/22/2012
		Box style desoldering tip to remove components					
<u>Patent</u>	France	<u>Desoldering Wick</u>	0604966-Fr	07/14/1999	Current	12/31/2003	12/27/2013
		For France: Taxes due each December 31st					
	Germany		69325636.2	07/14/1999	Current	12/31/2002	12/27/2013
		For Germany: Taxes due each December 31st					
	Japan		3383393	12/28/1993	Current	12/20/2005	12/28/2013
		For Japan: Taxes due 12/20/2005					
	United Kingdom		0604966-UK	07/14/1999	Current	12/27/2003	12/27/2013
		For U.K.: Taxes due each December 27th					
	USA		5,305,941	04/26/1994	Current		04/26/2009
		Desoldering wick from sheet of woven copper fabric					
<u>Patent</u>	USA	<u>Desoldering Wick Dispenser</u>	6,557,796	05/06/2003	Current	1/06/2006	10/18/2019
		Maint. fees due 11/06/2006					
<u>Patent</u>	USA	<u>Dropper Bottle</u>	5,261,572	11/16/1993	Current		11/16/2008
		Flexible bottle with adapter for needle					
<u>Patent</u>	England	<u>Method of Manufacturing Replaceable Soldering Iron Tips</u>	1,114,396	03/04/1974	Unknown		
		Last correspondence dates to 1974					
<u>Patent</u>	USA	<u>Precision Shears with Breakaway Handle</u>	6,112,418	09/05/2000	Current		03/05/2004
		Shear handle design to break under excess stress					
<u>Patent</u>	USA	<u>Soldering Iron Tip</u>	4,830,260	05/16/1989	Expired		11/16/1996
<u>Patent</u>	USA	<u>Vacuum Pump for Desoldering Gun</u>	4,568,011	02/04/1986	Expired		02/04/1994
		Vacuum pump design for self-contained Vaekit					
Patent Application							
<u>Patent Application</u>	Japan	<u>Desoldering Wick</u>	5,338,152	12/28/1993	Unknown		
<u>Patent Application</u>		<u>Desoldering Wick Dispenser</u>					

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Type	Country	Mark / Description	Registration #	Date Issued	Status	Other Deadline	Renewal Date
	International		PCT/US01/4538	10/23/2001	Pending		
	USA	Became patent#6,557,796	US09/419,530	10/18/1999	Granted		
	USA	Patent App. Assigned to Plato	10/013,251	11/13/2001	Pending		
	USA	Patent App. Assigned to Plato	US01/45338	10/23/2001	Pending		
<u>Patent Application</u>	Germany	<u>Method of Manufacturing Replaceable Soldering Iron Tips</u>	P1621138.4	03/13/1967	Abandoned		
<u>Patent Application</u>	Europe	<u>Polished Soldering Tip and Method of Manufacturing</u>	PCT/US9910506	05/13/1999	Abandoned		
	USA		PCT/US99/1050	05/13/1999	Unknown		
<u>Patent Application</u>	USA	<u>Soldering Iron Tip Wiper</u>	820,204	07/29/1977	Abandoned		

Trademark

<u>Trademark</u>	USA	<u>E-MAX</u>	1,506,897	10/04/1988	Expired		10/04/1994
		Discontinued 1994					
<u>Trademark</u>	USA	<u>HOT GRIPS</u>	1,456,211	09/08/1987	Current		06/08/2007
		For Hot Grip desoldering machines					
<u>Trademark</u>	Canada	<u>MATRIX</u>	568815	10/15/2002	Current		10/15/2017
	Costa Rica	06	119841	05/06/2000	Current		05/09/2010
	France	06	003000506	01/07/2000	Current		01/07/2010
	Germany	06,07,08	30000223	01/04/2000	Current		01/31/2010
	Israel	06	133765	01/05/2000	Current		01/05/2007
	Japan	06	4446614	01/19/2001	Current		01/19/2011
	Korea	06	489786	03/19/2001	Current		03/19/2011
	Mexico	06	668685	01/11/2000	Current		01/11/2010
	United Kingdom	06	2218607	01/06/2000	Current		01/06/2010
	USA		2,553,321	03/26/2002	Current	03/26/2008	03/26/2012
		Sections 8&15 Declaration due 3/26/2008					
<u>Trademark</u>		<u>PLATO</u>					

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T-110 P.005/006 F-743

Type	Country	Mark / Description Class	Registration #	Date Issued	Status	Other Deadline	Renewal Date
Other information							
	Austria		87044	12/19/1977	Expired		12/19/1987
	Benelux	08,09 Covers additional goods	327226	07/24/1994	Current		07/24/2004
	Benelux	08	83944	12/02/1999	Current		12/02/2009
	Denmark	06,08,09	80/1955	05/09/2000	Current		05/09/2010
	France	08,09	1281245	08/03/1994	Current		08/03/2004
	France	08,09 Covers additional goods	1442114	09/24/1997	Unknown		09/24/2007
	Germany	08,09	937234	07/25/1994	Current		07/25/2004
	Germany	08,09 Covers additional goods	851071	01/31/1998	Current		01/31/2008
	Italy	08,09 Covers additional goods	306765	08/09/1974	Current		08/09/2004
	Italy	08,09	509082	01/09/1998	Current		01/09/2008
	Italy	233320 Associated with Reg#509082-Covers additional goods		01/09/1998	Current		01/09/2008
	Japan	11 For "Replacable Soldering Tips"	1370139	01/30/1999	Current		01/30/2009
	Switzerland	01,03,06,09 Covers additional goods	290045	08/05/1997	Current		08/05/2007
	Switzerland	08,09,21 Covers PLATO and design (man holding tips)	401997	11/13/1992	Current		11/13/2012
	United Kingdom	11 Covers Solder pots and parts	B1033105	07/25/1995	Current		07/25/2005
	United Kingdom	08 Covers additional goods	B1033104	07/25/1995	Current		07/25/2005
	United Kingdom	09	919182	01/02/2003	Current		01/02/2013
	USA	8,9 Covers additional goods	1,041,190	06/15/1996	Current		06/15/2006
	USA		737491	09/11/2002	Current		09/11/2012
<u>Trademark</u>		<u>POS-A-LOC</u>					
	USA	1,778,986 Repl. needle system for 2oz bottles-Renewal app in		06/29/1993	Current		06/29/2003
<u>Trademark</u>		<u>Qintel</u>					
	USA	1,182,692 Discontinued 2001		12/22/1981	Expired		12/22/2001
<u>Trademark</u>		<u>SAF-T-LINK</u>					
	USA	2,214,240 Breakaway handle for shears (Decl. due 12/29/2004)		12/29/1998	Current	12/29/2004	12/29/2008
<u>Trademark</u>		<u>TIP CHECK</u>					
	USA	9,26 Covers logo design for "Tip check"	1,196,692	06/01/1982	Expired		06/01/2002

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Type	Country	Mark / Description Class	Registration #	Date Issued	Status	Other Deadline	Renewal Date
	USA	9,26 Soldering iron tip temp. measuring instruments	1,196,691	06/01/1982	Expired		06/01/2002
<u>Trademark</u>		<u>VAC-KIT</u>					
	USA	Vac-Kit desoldering machine	1,316,629	01/29/1985	Current		01/29/2005
Trademark Application							
<u>Trademark Application</u>		<u>MATRIX</u>					
	Canada	Declaration of use filed by 01/05/2003	1,0416,30	01/05/2000	Current	01/05/2003	

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RECORDED: 09/30/2003

TRADEMARK
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*** TOTAL PAGE 24 ***