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05-15-2003

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



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

To the Honorable Commissioner of Patents

102448720

Submit attached original documents or copy thereof.

1. Name of conveying party(ies):

NEW THERMO-SERV, LTD.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 4, 2002

2. Name and address of receiving party(ies)

Name: Comerica Bank - Texas

Internal Address:

Street Address: 8828 Stemmons Freeway

City: Dallas State: TX Zip: 75247

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 676,528

Additional number(s) attached Yes No

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

Name: James J. Murphy

Internal Address: Winstead Sechrest & Minick P.C.

Street Address: P.O. Box 50784 1201 Elm Street

City: Dallas State: TX Zip: 75250-0784

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

23-2426

DO NOT USE THIS SPACE

9. Signature.

James J. Murphy

Name of Person Signing

Signature

May 8, 2003

Date

Total number of pages including cover sheet, attachments, and document: 10

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

05/14/2003 6T0M11 00000079 676528

FC:8521

40.00 DP

TRADEMARK REEL: 002735 FRAME: 0489



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To the Honorable Commissioner: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 NEW THERMO-SERV, LTD.  
 MRD  
 2-14-02

Individual(s)  
 General Partnership  
 Corporation-State  
 Other

Association  
 Limited Partnership

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

2. Name and address of receiving party(ies):  
 Name: COMERICA BANK - TEXAS FEB 14 2002  
 Street Address: 8828 Stemmons Freeway, Suite 441  
 City: Dallas State: TX ZIP: 75247

Individual(s) citizenship  
 Association Texas banking association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 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  
 Security Agreement  
 Other

Merger  
 Change of Name

Execution Date: February 4, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

B. Trademark registration No.(s) 676,258

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: S. Roxanne Edwards, Esq. \ Joe Hyde, Esq.  
 Internal Address:  
 Street Address: 5400 Renaissance Tower, 1201 Elm Street  
 City: Dallas State: TX ZIP: 75270-2199

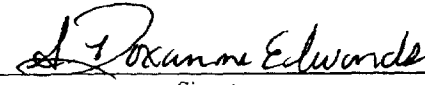
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account (additional fees)

8. Deposit account number:  
 23-2426 for additional fees as necessary  
 (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.*

S. Roxanne Edwards, Esq.  2/14/02  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 6

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

03/07/2002 LNUJELLER 00000000 676258

01 FC:401

40.00 OP

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of February 4, 2002 is executed by NEW THERMO-SERV, LTD., a Texas limited partnership (the "Debtor"), whose address is 3901 Pipestone Road, Dallas, Texas 75212, in favor of COMERICA BANK - TEXAS, a Texas banking association (the "Bank"), whose address is 8828 Stemmons Freeway, Suite 441, Dallas, Texas 75247.

RECITALS:

A. Bank has extended to Borrower a demand line of credit loan in the amount of \$2,300,000 (the "Loan").

B. As collateral for the Loan, the Debtor and the Bank have entered into that certain Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Bank a lien on and security interest in certain collateral described therein, including all trademarks, service marks and rademark and service mark registrations and applications, both foreign and domestic, at any time owned by Debtor, including without limitation those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the Bank's obligations in connection with the Loan that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of a security interest pursuant to the Security Agreement, to the Bank as security for the payment and performance of the Indebtedness (as defined in the Security Agreement), in and to Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as (i) all of the Indebtedness have been completely paid and performed in full, and (ii) no Letters of Credit are outstanding, the Bank shall release its security interest in Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Debtor represents and warrants that it has the full right and power to grant a security interest in the Trademarks and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Bank and Debtor. This Assignment shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Bank and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE**

APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. By receiving this Assignment, Bank is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from a security interest in the Trademarks.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written

DEBTOR:

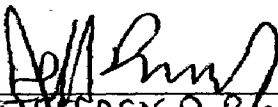
NEW THERMO-SERV, LTD., a Texas limited partnership

By: RWH GenPar, LLC, a Texas limited liability company, sole general partner

By:   
Name: Ben Hinterlong, President

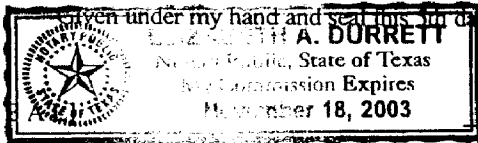
BANK:

COMERICA BANK-TEXAS, a Texas banking association

By:   
Name: JEFFREY D. BINOY  
Title: CORPORATE BANKING OFFICER

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

Before me \_\_\_\_\_ on this day personally appeared Ben Hinterlong  
\_\_\_\_\_ of NEW THERMO-SERV GENERAL, LLC, a Texas limited liability  
company and general partner of NEW THERMO-SERV, LTD., a Texas limited partnership, known to  
me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that  
he executed the same, on behalf of said limited liability company and said limited partnership, for the  
purposes and consideration therein expressed.



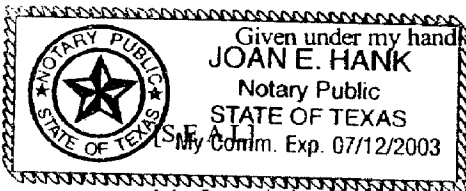
Given under my hand and seal this 5th day of December, 2000.  
Elizabeth A. Dorrett  
Notary Public - State of Texas

My Commission Expires:  
11/18/03

Elizabeth A. Dorrett  
Printed Name of Notary Public

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

Before me CSO 2/4/02 on this day personally appeared JEFF Bundy  
\_\_\_\_\_ of COMERICA BANK - TEXAS, a Texas banking association, known to me  
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he  
executed the same, on behalf of said association, for the purposes and consideration therein expressed.



Given under my hand and seal office this ~~5th~~ Feb 4th day of ~~December~~ 2002.

Joane E. Hank  
Notary Public - State of Texas

My Commission Expires:  
7/12/03

JOANE HANK  
Printed Name of Notary Public

3403290.1  
1164:3134-904

EXHIBIT A

Trademarks

**EXHIBIT A**

**Patents:**

<b>Title</b>	<b>Registration No.</b>
Wine Glass	D 288,512
Resealable Closure for a Container	D 281,758
Enclosed Container	D218,754
Mug	D 269,147
Beverage Server	D 268,726
Beverage Server	D 268,725
Bowl Cover	D 266,818
Tongs	D 266,640
Ice Bucket	D 265,789
Tumbler	D 261,086
Pitcher	D 260,842
Tumbler	D 260,344
Rotatable Food Serving Assembly	D 260,343
Rotatable Food Serving Assembly	D 260,219
Carafe with Stopper	D 300,107
Rotatable Food Serving Assembly	D 260,469
A Shelf Having Selectable Orientations	4,843,977
Food Container	D 316,331
Food Container	D 316,332
Storage & Display Case Having Pivotaly Mounted Cover	4,930,628
Storage & Display Case for Tools	D 316,057
Combined Cup & Holder	5,029,720
Beverage Container Construction	5,312,013
Beverage Container Holder	5,465,891
Container	D 349,240
Beverage Mug	D 362,369
Article Support System Having Multiple Utilities	5,651,523
Beverage Container Holder	5,984,156
Beverage Mug with Lide	D 411,713
Super Insulated Mug	Pending: 29/146,856
Wide Body Mug	Pending: 29/146,857
Rights in plastic 34 oz Super Insulated Mug	Design application not yet filed

**Trademarks:**

<b>Mark</b>	<b>Application No.\ Date Filed</b>	<b>Registration No.\ Date Filed</b>
Thermo-Serv	72/053198 6/9/58	676,258 4/7/59