Form PTO-1594 5 - 20 - 0 3ECORDA (Rev. 10/02)

ARTMENT OF COMMERCE 'atent and Trademark Office

102484685 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): 2. Name and address of receiving party(ies) Name: Wells Fargo Business Credit, Inc. General Shelters of Texas, S.B., Ltd. 709 Southview Circle Internal Center, Texas 75935 Address: Individual(s) Association Street Address: 4975 Preston Park Boulevard General Partnership Limited Partnership City: Plano State: Texas Corporation-State Other _____ Individual(s) citizenship Association Additional name(s) of conveying party(ies) attached? Yes No General Partnership 3. Nature of conveyance: Limited Partnership ☐ Assignment Merger Corporation-State_ Minnesota Security Agreement Change of Name Other _ If assignee is not domiciled in the United States, representative designation is attached: Yes No. Other____ (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Execution Date: 04/17/2003 4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,158,474_ 2,275,868 2,328,143 2,637,858 2,514,195 2,514,196 Additional number(s) attached 🔲 Yes 🗹 5. Name and address of party to whom correspondence 6. Total number of applications and 6 registrations involved: concerning document should be mailed: Heather Smith 7. Total fee (37 CFR 3.41).....\$ 165.00 Internal Address: Enclosed Authorized to be charged to deposit account Street Address: Winstead Sechrest & Minick P.C. 8. Deposit account number: 1201 Elm Street, Suite 5400 City: Dallas State: Texas Zip: 75270 (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. Heather Smith 05/15/2003 Name of Person Signing Date Total number of pages including cover sheet, attachments, and document

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

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement, dated as of April 17, 2003 (the "Agreement") is made by and between GENERAL SHELTERS OF TEXAS, S.B., LTD., a Texas limited partnership having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. <u>Definitions</u>. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in <u>Section 2</u>.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all

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as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

- 2. <u>Security Interest</u>. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "<u>Security Interest</u>"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.
- 3. <u>Representations, Warranties and Agreements</u>. The Debtor represents, warrants and agrees as follows:
 - (a) Existence; Authority. The Debtor is a limited partnership duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary action on the part of the Debtor and the General Partner.
 - (b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 10 days provide written notice to the Secured Party with a replacement Exhibit A attached thereto, which upon acceptance by the Secured Party shall become part of this Agreement.
 - (c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall within 10 days provide written notice to the Secured Party with a replacement Exhibit B attached thereto, which upon acceptance by the Secured Party shall become part of this Agreement.
 - (d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and

PATENT AND TRADEMARK SECURITY AGREEMENT - Page 2 DALLAS_1\3797153\2 23182-50

deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

- (e) *Title*. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (f) No Sale. Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.
- (g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.
- (h) Maintenance. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- (i) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under

<u>PATENT AND TRADEMARK SECURITY AGREEMENT</u> – Page 3 DALLAS 1\3797153\2 23182-50

any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

- Power of Attorney. To facilitate the Secured Party's taking action under (k) subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.
- 4. <u>Debtor's Use of the Patents and Trademarks</u>. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.
- 5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.
- 6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:
 - (a) The Secured Party may exercise any or all remedies available under the Credit Agreement.
 - (b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

- (c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.
- Miscellaneous. This Agreement can be waived, modified, amended, terminated 7. or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Texas without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.
- 8. <u>Entire Agreement</u>. THIS AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREIN AND THEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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PATENT AND TRADEMARK SECURITY AGREEMENT – Page 5 DALLAS_1\3797153\2 23182-50

Agreement as of the date written above.	des have executed this Patent and Frademark Security
General Shelters of Texas, S.B., Ltd. 709 Southview Circle	GENERAL SHELTERS OF TEXAS, S.B., LTD.
· · · - ·	D DICK CAMPDELL MANAGEMENT LLG
Center, Texas 75935	By: RICK CAMPBELL MANAGEMENT, LLC,
Telephone: (936) 598-5651	a Texas limited liability corporation
Telecopier: (936) 598-8357	as General Partner of the Borrower
Attention: Rick Campbell e-mail:	By: Ruf h. Carbell
	Rick Campbell
	President and Sole Member
	resident and sole Member
Wells Fargo Business Credit, Inc. 4975 Preston Park Boulevard, Suite 280	WELLS FARGO BUSINESS CREDIT, INC.
Plano, Texas 75093	
Telephone: (972) 599-5346	Ву
Telecopier: (972) 867-7838	Joseph M. Sammons
Attention: Joseph M. Sammons e-mail:	Vice President
joseph.m.sammons@wellsfargo.com	
STATE OF TEXAS)	
COUNTY OF Shelly	
Rick Campbell, the President and Sole Me	nowledged before me this \nabla day of April, 2003, by ember of Rick Campbell Management, LLC, a Texas elf and as the general partner of General Shelters of
(Ktha Halay
	Notary Public
STATE OF TEXAS	RETHA HALEY Notary Public, State of Texas My Commission Expires
COUNTY OF	December 23, 2004
	nowledged before me this day of April, 2003, by of Wells Fargo Business Credit, Inc., a Minnesota
	Notary Public

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IN WITNESS WHEREOF, the paragreement as of the date written above.	rties have executed this Patent and Trademark Security
General Shelters of Texas, S.B., Ltd. 709 Southview Circle Center, Texas 75935 Telephone: (936) 598-5651 Telecopier: (936) 598-8357 Attention: Rick Campbell e-mail:	GENERAL SHELTERS OF TEXAS, S.B., LTD. By: RICK CAMPBELL MANAGEMENT, LLC, a Texas limited liability corporation as General Partner of the Borrower
	Rick Campbell President and Sole Member
Wells Fargo Business Credit, Inc. 4975 Preston Park Boulevard, Suite 280 Plano, Texas 75093 Telephone: (972) 599-5346 Telecopier: (972) 867-7838 Attention: Joseph M. Sammons e-mail: joseph.m.sammons@wellsfargo.com	By Joseph M. Sammons Vice President
STATE OF TEXAS) COUNTY OF)	
Rick Campbell, the President and Sole M	knowledged before me this day of April, 2003, by Member of Rick Campbell Management, LLC, a Texas self and as the general partner of General Shelters of
	Notary Public
STATE OF TEXAS) COUNTY OF (ollin)	
	cnowledged before me this 25 day of April, 2003, by of Wells Fargo Business Credit, Inc., a Minnesota
	Notary Public
PATENT AND TRADEMARK SECURITY ACDALLAS_1\3797153\2223182-50	GREEMENT - Page 6 MARIA 8. MERRITT Notony Public. State of Texas My Commission Expires July 16, 2005

EXHIBIT A

	PATENTING: AISSUR DATE	APPLN: NO.
JS-Patent	D362,905	26,020
EVAPORATIVE COOLER HOUSING	10/03/95	07/15/94
JS-Patent	D362,904	25,906
ORT-A-COOL	10/03/95	07/15/94
JS-Patent	5,238,451	07/836,737
JGHT ELIMINATOR FOR POULTRY HOUSE	08/24/93	02/19/92
JS-Patent		09/017,606
HGH EFFICIENCY EVAPORATIVE COOLING PAD		02/02/98
JS-Cont. Patent		09/814,309
HIGH EFFICIENCY EVAP. COOLING PAD AND METHODOLOGY OF MANUFACTURE		11/14/2000
JS-Provisional Patent		60/078,741
HOUSING FOR COOLING UNIT		03/20/98
JS-Utility	6,223,548	09/273,096
COOLER HOUSING APPARATUS AND METHOD OF MAKING THE SAME	05/01/01	03/19/99
JS-Cont. Patent	6,502,414	09/844,983
COOLER HOUSING APPARATUS AND METHOD OF MAKING THE SAME	01/07/2003	04/27/01
JS- Patent	6,378,322	09/746,420
HIGH-PERFORMANCE MOLDED FAN	04/30/2002	02/28/2001
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	PATENT NO.	APPLN.NO./ FULNG DATE
USA- Cont. Patent	6,481,233	10/096,620
HIGH-PERFORMANCE MOLDED FAN	11/19/2002	03/12/2002
USA – Utility Patent		196,587
MOLDED FAN HAVING REPOSITIONABLE BLADES		02/28/2001
USA – Utility Patent	6,533,253	09/821,401
LIGHT ATTENUATING COOLING PAD	03/18/2003	03/29/2001

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EXHIBIT B

COOPS SERVICES	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use.	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use, in Class 11
APPLN. NO./ APPLN. DATE	2,182,656		821.260.383 12/10/98	436,022	98-27440 10/22/98	38365		12998/98	75/230,010 01/23/97
REG. DATE	1,792,038	77266-C 02/21/00	821260383 04/23/02		460044 12/03/99		42,915 02/03/00	T98/12998B 12/30/98	2,158,474 05/19/98
COUNTRY	Argentina	Bolivia	Brazil	Chile	South Korea	Nigeria	Nicaragua	Singapore	United States
	PORT-A-COOL	PORT-A-COOL	PORT-A-COOL	PORT-A-COOL	PORT-A-COOL	PORT-A-COOL	PORT-A-COOL	PORT-A-COOL	PORT-A-COOL

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CONDENSE REPORTED TO THE PROPERTY OF THE PROPE	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
APPLN. NO./ APPLN. DATE	47268 12/21/98	42913 04/18/99	119859 05/12/98	000921676 09/04/98	889,634 09/08/98	355,143 11/24/98	528,931 01/22/02	HEI.10-90642 10/20/98	87050734
REG. NO./ REG. DATE	546/51 10/28/00		119859 06/30/02	000921676 02/22/00	529,777 06/27/00	599,793 01/29/99		4384040	903246
COUNTRY	Saudi Arabia	Kuwait	Egypt	European Community	Canada	Mexico	Mexico	Japan	Taiwan
	PORT-A-COOL	PORT-A-COOL	PORT-A-COOL						

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COOLSERVICES	Evaporative cooling media, namely, filters and pads; for use with evaporative cooling units	Evaporative cooling systems	Water treatment products for the prevention of algae, fungi, and bacteria in evaporative cooling systems, in Class 1; portable and prefabricated buildings constructed of metal and non-metal materials; portable and permanent metal covers for cars, boats, recreational vehicles, industrial equipment and other types of equipment, in Class 6; light filters for total light elimination, in Class 9; evaporative cooling units, in Class 11; cargo and utility trailers, in Class 12; evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use, in Class 21, providing manufacturing services for others in the field of resin curing for the treatment of evaporative cooling media, in Class 40.	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use, and manuals for use therewith, sold as a unit, in Class 11	Retail store services featuring evaporative cooling units, providing retail services featuring evaporative cooling units by means of a global computer network, in Class 35
APPLN. NO./ APPLN. DATE	75/490,300 05/10/98	75/519,392 07/14/98	75/574,392 10/21/98	75/909,920 02/04/2000	75/909,923 02/04/2000
REG. NO./	2,275,868 09/07/99	2,328,143	2,637,858	2,514,195 12/04/2001	2,514,196
CONTENT	United States	United States	United States	United States	United States
	KÜÜL	MOD-U-CELL	GENERAL SHEL TERS & DESIGN	PORT-A-COOL DESIGN	PORT-A-COOL DESIGN

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