

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. 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):  
RESCO PRODUCTS, INC.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_ of Pennsylvania

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

2. Name and address of receiving party(ies)  
Name: TRANSAMERICA BUSINESS CAPITAL  
Internal Address: CORPORATION, as Agent  
Street Address: 555 Theodore Fremd Avenue  
City: Rye State: NY Zip: 10580

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State of Delaware  
 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 Amendment No. 1

Execution Date: 12/17/2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
See Exhibit B Attached

B. Trademark Registration No.(s) \_\_\_\_\_  
See Exhibit B Attached

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Otterbourg, Steindler, Houston  
Internal Address: & Rosen, P.C.  
Attn: Preston R. Cappello  
Street Address: 230 Park Avenue  
City: New York State: NY Zip: 10169

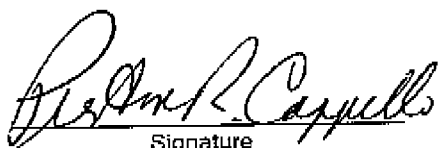
6. Total number of applications and registrations involved: 63

7. Total fee (37 CFR 3.41).....\$ 1590.00 previously submitted

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.  
Preston R. Cappello                                            5/10/04  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 63

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

**EXHIBIT B**

**United States  
TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
PUROCRETE	76/457,096	October 8, 2002
CORPATCH	76/457,095	October 8, 2002
METALDAM	76/457,094	October 8, 2002
HILOBOND	76/457,092	October 8, 2002
PURO-LITE	76/457,091	October 8, 2002
PERMATUN	76/344,768	December 5, 2001
PERMAFLUX	76/344,767	December 5, 2001
APEX	75/901,164	January 18, 2000

**EXHIBIT B**

**United States**

**TRADEMARK REGISTRATIONS**

Mark	Registration No.	Registration Date	Renewal Date
PHASCAST	2,496,301	October 9, 2001	October 9, 2011
PERMACAST	2,509,236	November 20, 2001	Novcember 20, 2011
MARC	2,473,088	July 31, 2001	July 31, 2011
MEGOLITE	2,484,572	September 4, 2001	September 4, 2011
EXCELBOND	2,412,471	December 12, 2000	December 12, 2010
PERMAGUN	2,463,530	June 26, 2001	June 26, 2011
FURNACON	2,318,689	February 15, 2000	February 15, 2010
KROMAG	2,331,368	March 21, 2000	March 21, 2010
SUPERFLOW	2,255,392	June 22, 1999	June 22, 2009
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MAG PLUS	1,356,084	August 27, 1985	August 27, 2005
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KRIAL	1,069,395	July 12, 1977	July 12, 2007
Design only	833,906	August 22, 1967	August 22, 2007
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Design only	825,593	March 14, 1967	March 14, 2007
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Design only	833,901	August 22, 1967	August 22, 2007
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MONO T9	665,916	August 19, 1958	August 19, 2008
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HELSPOT	505,454	January 4, 1949	January 4, 2009

**EXHIBIT B**

**United States**

**ABANDONED TRADEMARK APPLICATIONS**

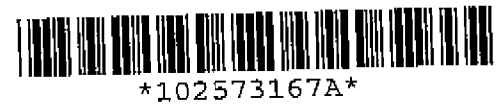
<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
PERMASPRAY (stylized)	76/161,205	November 8, 2000
PERMAVIBE	76/161,204	November 8, 2000
WET-GUN	75/681,122	April 12, 1999
SUPER FLOW	75/575,418	October 22, 1998
KIRMAX	75/460,358	April 1, 1998



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 28, 2004  
PTAS  
OTTERBOURG, STEINDLER, HOUSTON ET AL.  
PRESTON R. CAPPELLO  
230 PARK AVENUE  
NEW YORK, NY 10169



UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102573167

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. YOU MAY RESUBMIT THROUGH OUR RFAX SYSTEM FOR FASTER RECORDING AT 703 306-5995
2. THE DOCUMENT SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE EXECUTION DATE OF THE ASSIGNMENT DOCUMENT IS AFTER THE PATENT AND TRADEMARK OFFICE MAIL ROOM DATE.

PAULA MCCRAY, EXAMINER

ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

10-14-2003

10-14-03

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

REC 102573167

J.S. DEPARTMENT OF COMMERCE U.S. 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): RESCO PRODUCTS, INC.

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

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

2. Name and address of receiving party(ies)  
 Name: Transamerica Business Capital  
 Corporation, as Agent  
 Street Address: 555 Theodore Fremd Avenue  
 City: Rye State: NY Zip: 10580

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State of Delaware  
 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 Amendment No. 1  
 Execution Date: 12/17/2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) See Exhibit B Attached Hereto  
 B. Trademark Registration No.(s) See Exhibit B Attached Hereto  
 Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Otterbourg, Steindler, Houston & Rosen, P.C.  
 Attn: Preston R. Cappello  
 Street Address: 230 Park Avenue  
 City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 63

7. Total fee (37 CFR 3.41).....\$ 1,590.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.  
 Preston R. Cappello  
 Name of Person Signing  
 Signature: *Preston R. Cappello*  
 Date: October 13, 2003

DO NOT USE THIS SPACE

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

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

10/15/2003 6TOR11 0000032-76457026

01 FC:8521 40.00 OP  
02 FC:8522 1550.00 OP

TRADEMARK REEL: 002850 FRAME: 0621



AMENDMENT NO. 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT,  
made as of December 17, 2002, by and between Resco Products, Inc. ("Debtor"), and  
Transamerica Business Capital Corporation, as agent (in such capacity, the "Secured Party").

W I T N E S S E T H:

WHEREAS, Debtor granted Secured Party a lien and security interest in all of its existing and future patents, trademarks, copyrights and certain other collateral pursuant to the Intellectual Property Security Agreement, dated as of April 10, 2002, by and between Debtor and Secured Party (the "Intellectual Property Security Agreement") and the Intellectual Property Agreement was recorded at the United States Patent and Trademark Office ("PTO") in Reel 002539, Frame 0853 on July 15, 2002 and in Reel 013067, Frame 0917 on July 16, 2002; and

WHEREAS, Debtor has filed additional applications for, or has registered, or has acquired certain patents and trademarks after the date of the Intellectual Property Security Agreement; and

WHEREAS, pursuant to Section 1 of the Intellectual Property Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future patents, patent applications, trademarks and trademark applications of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 2(g) of the Intellectual Property Security Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Definitions. For purposes of this Amendment, unless otherwise defined herein, those terms used herein, including, but not limited to, those terms used or defined in the recitals above, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement.

2. Confirmation of Grant of Security Interest.

(a) As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Debtor hereby grants, confirms, reaffirms and ratifies to Secured Party a continuing security interest in and a general lien upon:

(i) all of Debtor's right, title and interest in the United States and throughout the world in, to and under all of the now owned and hereafter acquired United States and foreign patents and all patent and design patent applications (including, without limitation, those listed on Exhibit A attached hereto), and all issues, reissues, re-examinations, continuations, continuations-in-part or divisions thereof, and all proceeds thereof; all proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of all Patents and in and to all rights during the term of this Agreement to sue, collect and retain damages and payments for past or future infringements of the Patents;

(ii) all of Debtor's right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application therefor), and all registrations and applications to register the same (including, without limitation, those listed on Exhibit B attached hereto), and all renewals thereof, and the goodwill of the business relating thereto, and all proceeds thereof; all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Trademarks; all rights during the term of this Agreement to sue, collect and retain for the Secured Party's and the Lenders' benefit damages and payments for past or future infringements of the Trademarks; and (to the extent permitted thereby) all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Debtor is a licensee or licensor under any such license agreement;

(iii) the goodwill of the business symbolized by each of the Patents, and Trademarks including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Patents and Trademarks (all of the foregoing are collectively referred to herein as the "Collateral").

(b) In no event shall the foregoing be construed to mean that Secured Party has not had and does not have a security interest and collateral assignment of any of the Patents or Trademarks pursuant to the Intellectual Property Security Agreement. The security interest and transfer to Secured Party in the Trademarks shall be deemed continuously granted and perfected from the earliest date of the granting and perfection of such interests, whether under the Intellectual Property Security Agreement, this Amendment or any of the other Financing Agreements.

3. Amendments. Without limiting the Collateral elsewhere described in the Intellectual Property Security Agreement (a) Schedule A to the Intellectual Property Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Patents and Patents Applications described in Exhibit A attached hereto; and (b) Schedule B to the

Intellectual Property Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks and Trademark Applications described in Exhibit B attached hereto.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Intellectual Property Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Intellectual Property Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this agreement conflicts with any term or provision of the Intellectual Property Security Agreement, the term or provision from this Amendment shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the  
/ and year first above written.

RESCO PRODUCTS, INC.

By: William K. Brown

Name: William K. Brown  
Title: President & CEO

TRANSAMERICA BUSINESS CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_

Name:  
Title:

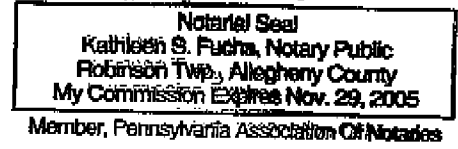
Commonwealth  
STATE OF Pennsylvania

) ss.:

COUNTY OF Allegheny,

On this 14<sup>th</sup> day of April, 2003, before me personally came W.K. Brown  
\_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the Pres. + CEO  
\_\_\_\_ of RESCO PRODUCTS, INC., the corporation described in and which executed the foregoing  
instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said  
corporation.

Kathleen S. Fuchs  
Notary Public



STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On this \_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_, to  
me known, who being duly sworn, did depose and say, that he/she is the \_\_\_\_\_ of  
TRANSAMERICA BUSINESS CAPITAL CORPORATION, the corporation described in and  
which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the  
Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the  
d year first above written.


RESCO PRODUCTS, INC.

By: \_\_\_\_\_

Name:

Title:

TRANSAMERICA BUSINESS CAPITAL  
CORPORATION, as Agent

By:  \_\_\_\_\_

Name: *Howard Hanson*

Title: *VP*

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he/she is the \_\_\_\_\_ of RESCO PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 *Westchester* ) ss.:  
COUNTY OF NEW YORK )

On this 21<sup>st</sup> day of April, 2003, before me personally came Harward Handman, to me known, who being duly sworn, did depose and say, that he/she is the Vice Pres. of TRANSAMERICA BUSINESS CAPITAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Annette Barletta  
Notary Public

ANNETTE B. BARLETTA  
Notary Public, State of New York  
No. 0181161528  
Qualified in Westchester County  
Term Expires June 30, 2003

**EXHIBIT A**

**United States  
PATENTS**

<b>Patent Title</b>	<b>United States Patent No.</b>	<b>Grant Date</b>	<b>Expiration Date</b>
Heat Exchange Structure	4,519,442	May 28, 1985	August 14, 2004
Gunnable Refractory Composition	4,778,526	October 18, 1988	October 14, 2006
Resin bonded refractory	5,002,908	March 26, 1991	October 30, 2009

PH1\1052749.1



**EXHIBIT B**

**United States  
TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
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PERMAVIBE	76/161,204	November 8, 2000
WET-GUN	75/681,122	April 12, 1999
SUPER FLOW	75/575,418	October 22, 1998
KIRMAX	75/460,358	April 1, 1998

**EXHIBIT B**  
**FOREIGN TRADEMARK REGISTRATIONS**

**ARGENTINA**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	1600045	May 16, 1996	May 16, 2006

**EXHIBIT B****FOREIGN TRADEMARK REGISTRATIONS****AUSTRALIA**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	618694	July 16, 1996	December 16, 2003
EZ 3	797533	September 29, 2000	June 17, 2009
FURNASCRETE	181973	July 31, 1963	July 31, 2008
PROGUN	570722	August 10, 1993	January 15, 2009
PUROCAST	769455	March 19, 1999	August 5, 2008
PUROTAB	181977	July 31, 1963	July 31, 2008

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**BENELUX**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	548307	Not available	December 16, 2003

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS**

**BRAZIL**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	817794298	May 28, 1998	May 28, 2008
EZ 3	822004283	Sept. 10, 1999	N/A



**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**CANADA**

Mark	Registration No.	Registration Date	Renewal Date
EZ 3	TMA548158	July 13, 2001	July 13, 2016
NATIONAL	TMA106641	May 17, 1957	May 17, 2017
PERMANENTE	TMA139648	March 26, 1965	March 26, 2010
MONO-GUN	TMA143098	Dec. 17, 1965	Dec. 17, 2010
PURO-LITE	TMA235746	Sept. 7, 1979	Sept. 7, 2009
INDUX	TMA240362	March 7, 1980	March 7, 2010
SAKONITE	TMA240363	March 7, 1980	March 7, 2010
T-BOND	TMA240925	March 14, 1980	March 14, 2010
LO-ERODE	TMA244490	May 9, 1980	May 9, 2010
LOFERO	TMA245098	May 16, 1980	May 16, 2010
PUROCRETE	TMA249034	August 8, 1980	August 8, 2010
K/R 1202	TMA250186	Sept. 5, 1980	Sept. 5, 2010
CORLINE	TMA276899	Feb. 25, 1983	Feb. 25, 2013
MAG PLUS	TMA344216	August 26, 1988	August 26, 2003
UNITAB	TMA344773	Sept. 16, 1988	Sept. 16, 2003
KRILINE	TMA344774	Sept. 16, 1988	Sept. 16, 2003
KRITAB	TMA344775	Sept. 16, 1988	Sept. 16, 2003
KRICON	TMA344776	Sept. 16, 1988	Sept. 16, 2003
MAC	TMA344777	Sept. 16, 1988	Sept. 16, 2003
FURN-A-RAM	TMA344778	Sept. 16, 1988	Sept. 16, 2003
CORPATCH	TMA344779	Sept. 16, 1988	Sept. 16, 2003
PYRO-MAG	TMA346279	Oct. 14, 1988	Oct. 14, 2003
PERMATAB	TMA346997	Oct. 21, 1988	Oct. 21, 2003
FURNAL	TMA352863	March 10, 1989	March 10, 2004
DUREX	TMA396658	April 3, 1992	April 3, 2007
EZ CAST	TMA417316	Sept. 24, 1993	Sept. 24, 2008
MAXIMUL	TMA476438	May 16, 1997	May 16, 2012
MONO	TMA476439	May 16, 1997	May 16, 2012
METALDAM	TMA476441	May 16, 1997	May 16, 2012
I.R.C.	TMA476484	May 20, 1997	May 20, 2012
TROWLEZE	TMA476485	May 20, 1997	May 20, 2012
KRICOR	TMA476486	May 20, 1997	May 20, 2012
KRIAL	TMA476487	May 20, 1997	May 20, 2012
COELEX	TMA476488	May 20, 1997	May 20, 2012
MONO T9	TMA476489	May 20, 1997	May 20, 2012

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
OCEANITE	TMA476490	May 20, 1997	May 20, 2012
PUROCAST	TMA485707	Nov. 18, 1997	Nov. 18, 2012
KRILEX	TMA485721	Nov. 18, 1997	Nov. 18, 2012
PURO-TAB	TMA485722	Nov. 18, 1997	Nov. 18, 2012
KROMAG	TMA485726	Nov. 18, 1997	Nov. 18, 2012
LO-SIL	TMA485787	Nov. 18, 1997	Nov. 18, 2012
FURNAS CRETE	UCA50821	Feb. 8, 1954	Feb. 8, 2014
ALUMEX	UCA50679	Feb. 8, 1954	Feb. 8, 2014
HELKOTE	UCA49033	Feb. 8, 1954	Feb. 8, 2014
HELSPOT	UCA49034	Feb. 8, 1954	Feb. 8, 2014
PROCAST	TMA514894	August 20, 1999	August 20, 2014

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**EUROPEAN UNION**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ 3	1226539	October 9, 2000	July 1, 2009

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**FRANCE**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	94500796	June 24, 1994	January 10, 2004

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**GERMANY**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	2087164	December 13, 1994	December 15, 2003

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**ITALY**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	679203	May 17, 1996	December 23, 2003

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**JAPAN**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
PURO-LITE	1307836	November 2, 1977	November 2, 2002
FURNACAST	1320835	February 1, 1978	February 1, 2008
PUROLITE	2225697	April 23, 1990	April 23, 2010
EZ 3	4454791	February 23, 2001	February 23, 2011
EZ CAST	3327873	July 4, 1997	July 4, 2007

**EXHIBIT B****FOREIGN TRADEMARK REGISTRATIONS****MEXICO**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	478416	November 3, 1994	February 7, 2004
EZ 3	625893	September 29, 1999	June 24, 2009



**EXHIBIT B****FOREIGN TRADEMARK REGISTRATIONS****NEW ZEALAND**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	232831	January 15, 1998	December 15, 2014
EZ 3	311241	March 9, 2000	June 17, 2006

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**SWEDEN**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	303208	June 30, 1995	June 30, 2005

**EXHIBIT B****FOREIGN TRADEMARK REGISTRATIONS****TAIWAN**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	661620	November 16, 1994	November 15, 2004
EZ 3	941802	May 16, 2001	November 15, 2004

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**UNITED KINGDOM**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	1556407	November 3, 1995	October 31, 2004

HN1052746.1

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings  $\Rightarrow \Rightarrow \Rightarrow$  RECORDATION FORM COVER SHEET PATENTS ONLY U.S. DEPARTMENT OF COMMERCE U.S. 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): RESCO PRODUCTS, INC. Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies) Name: TRANSAMERICA BUSINESS CAPITAL Internal Address: CORPORATION, INC. Street Address: 555 Theodore fremd avenue City: Rye State: NY Zip: 10580 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  Assignment  Merger  Security Agreement  Change of Name  Other Amendment No. 1 Execution Date: 12/17/2002

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) See Exhibit A Attached B. Patent No.(s) See Exhibit A Attached Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Otterbourg, Steindler, Houston & Rosen, P.C. Internal Address: Attn: Preston R. Cappello Street Address: 230 Park Avenue City: New York State: NY Zip: 10169

6. Total number of applications and patents involved: 3 7. Total fee (37 CFR 3.41).....\$ previously submitted  Enclosed  Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Preston R. Cappello Name of Person Signing Signature Date 5/10/04

Total number of pages including cover sheet, attachments, and documents:

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

**EXHIBIT A****United States  
PATENTS**

<b>Patent Title</b>	<b>United States Patent No.</b>	<b>Grant Date</b>	<b>Expiration Date</b>
Heat Exchange Structure	4,519,442	May 28, 1985	August 14, 2004
Gunnable Refractory Composition	4,778,526	October 18, 1988	October 14, 2006
Resin bonded refractory	5,002,908	March 26, 1991	October 30, 2009

PEH\1052749.1



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 05, 2004

PTAS



\*102573168A\*

OTTERBOURG, STEINDLER, HOUSTON, ET AL.  
PRESTON R. CAPPELLO  
230 PARK AVE.  
NEW YORK, NY 10169

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102573168

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. EXECUTION DATE INCORRECT.

SAUNDRA BALLENGER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

10-14-03

10-14-2003

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

Form PTO-1595  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings

REC



102573168

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

1. Name of conveying party(ies):

RESCO PRODUCTS, INC.

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Amendment No.1

Execution Date: 12/17/2003

2. Name and address of receiving party(ies)

Name: TRANSAMERICA BUSINESS CAPITAL  
CORPORATION

Street Address: 555 Theodore Fremd Avenue

City: Rye State: NY Zip: 10580

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

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) See Exhibit A Attached Hereto

B. Patent No.(s) See Exhibit A Attached Hereto

Additional numbers attached?  Yes  No

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

Name: Otterbourg, Steindler, Houston  
& Rosen, P.C.  
In: \_\_\_\_\_  
Attn: Preston R, Cappello

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Preston R. Cappello  
Name of Person Signing

Preston R. Cappello October 13, 2003  
Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

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

10/15/2003 6PM11:00 0000035 451942

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120.00 09

TRADEMARK  
REEL: 002850 FRAME: 0653



**EXHIBIT A****United States  
PATENTS**

<b>Patent Title</b>	<b>United States Patent No.</b>	<b>Grant Date</b>	<b>Expiration Date</b>
Heat Exchange Structure	4,519,442	May 28, 1985	August 14, 2004
Gunnable Refractory Composition	4,778,526	October 18, 1988	October 14, 2006
Resin bonded refractory	5,002,908	March 26, 1991	October 30, 2009

PHI\1052749.1

AMENDMENT NO. 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, made as of December 17, 2002, by and between Resco Products, Inc. ("Debtor"), and Transamerica Business Capital Corporation, as agent (in such capacity, the "Secured Party").

W I T N E S S E T H:

WHEREAS, Debtor granted Secured Party a lien and security interest in all of its existing and future patents, trademarks, copyrights and certain other collateral pursuant to the Intellectual Property Security Agreement, dated as of April 10, 2002, by and between Debtor and Secured Party (the "Intellectual Property Security Agreement") and the Intellectual Property Agreement was recorded at the United States Patent and Trademark Office ("PTO") in Reel 002539, Frame 0853 on July 15, 2002 and in Reel 013067, Frame 0917 on July 16, 2002; and

WHEREAS, Debtor has filed additional applications for, or has registered, or has acquired certain patents and trademarks after the date of the Intellectual Property Security Agreement; and

WHEREAS, pursuant to Section 1 of the Intellectual Property Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future patents, patent applications, trademarks and trademark applications of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 2(g) of the Intellectual Property Security Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Definitions. For purposes of this Amendment, unless otherwise defined herein, those terms used herein, including, but not limited to, those terms used or defined in the recitals above, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement.

2. Confirmation of Grant of Security Interest.

(a) As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Debtor hereby grants, confirms, reaffirms and ratifies to Secured Party a continuing security interest in and a general lien upon:

(i) all of Debtor's right, title and interest in the United States and throughout the world in, to and under all of the now owned and hereafter acquired United States and foreign patents and all patent and design patent applications (including, without limitation, those listed on Exhibit A attached hereto), and all issues, reissues, re-examinations, continuations, continuations-in-part or divisions thereof, and all proceeds thereof; all proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of all Patents and in and to all rights during the term of this Agreement to sue, collect and retain damages and payments for past or future infringements of the Patents;

(ii) all of Debtor's right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application therefor), and all registrations and applications to register the same (including, without limitation, those listed on Exhibit B attached hereto), and all renewals thereof, and the goodwill of the business relating thereto, and all proceeds thereof; all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Trademarks; all rights during the term of this Agreement to sue, collect and retain for the Secured Party's and the Lenders' benefit damages and payments for past or future infringements of the Trademarks; and (to the extent permitted thereby) all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Debtor is a licensee or licensor under any such license agreement;

(iii) the goodwill of the business symbolized by each of the Patents, and Trademarks including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Patents and Trademarks (all of the foregoing are collectively referred to herein as the "Collateral").

(b) In no event shall the foregoing be construed to mean that Secured Party has not had and does not have a security interest and collateral assignment of any of the Patents or Trademarks pursuant to the Intellectual Property Security Agreement. The security interest and transfer to Secured Party in the Trademarks shall be deemed continuously granted and perfected from the earliest date of the granting and perfection of such interests, whether under the Intellectual Property Security Agreement, this Amendment or any of the other Financing Agreements.

3. Amendments. Without limiting the Collateral elsewhere described in the Intellectual Property Security Agreement (a) Schedule A to the Intellectual Property Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Patents and Patents Applications described in Exhibit A attached hereto; and (b) Schedule B to the

Intellectual Property Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks and Trademark Applications described in Exhibit B attached hereto.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Intellectual Property Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Intellectual Property Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this agreement conflicts with any term or provision of the Intellectual Property Security Agreement, the term or provision from this Amendment shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the / and year first above written.

RESCO PRODUCTS, INC.

By: William K. Brown

Name: William K. Brown  
Title: President & CEO

TRANSAMERICA BUSINESS CAPITAL CORPORATION, as Agent

By: \_\_\_\_\_

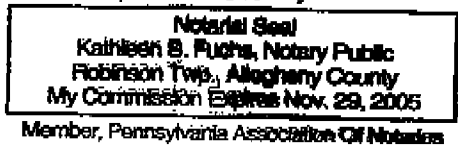
Name:  
Title:

Commonwealth  
STATE OF Pennsylvania  
COUNTY OF Allegheny

) ss.:

On this 19<sup>th</sup> day of April, 2003, before me personally came W.K. Brown  
to me known, who being duly sworn, did depose and say, that he/she is the Pres. + CEO  
of RESCO PRODUCTS, INC., the corporation described in and which executed the foregoing  
instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said  
corporation.

Kathleen S. Fuchs  
Notary Public



STATE OF NEW YORK )  
COUNTY OF NEW YORK )

) ss.:

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_, to  
me known, who being duly sworn, did depose and say, that he/she is the \_\_\_\_\_ of  
TRANSAMERICA BUSINESS CAPITAL CORPORATION, the corporation described in and  
which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the  
Board of Directors of said corporation.

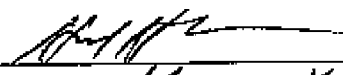
\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the 1 year first above written.

RESCO PRODUCTS, INC.

By: \_\_\_\_\_  
Name:  
Title:

TRANSAMERICA BUSINESS CAPITAL CORPORATION, as Agent

By:  \_\_\_\_\_  
Name: *Howard Hausman*  
Title: *VP*

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he/she is the \_\_\_\_\_ of RESCO PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) *Westchester* ) ss.:  
COUNTY OF NEW-YORK )

On this 21<sup>st</sup> day of April, 2003, before me personally came Howard Handman, to me known, who being duly sworn, did depose and say, that he/she is the Vice Pres. of TRANSAMERICA BUSINESS CAPITAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Annette Barletta  
Notary Public

ANNETTE B. BARLETTA  
Notary Public, State of New York  
No. 0191261528  
Qualified in Westchester County  
Term Expires June 30, 2003



**EXHIBIT A**

**United States  
PATENTS**

<b>Patent Title</b>	<b>United States Patent No.</b>	<b>Grant Date</b>	<b>Expiration Date</b>
Heat Exchange Structure	4,519,442	May 28, 1985	August 14, 2004
Gunnable Refractory Composition	4,778,526	October 18, 1988	October 14, 2006
Resin bonded refractory	5,002,908	March 26, 1991	October 30, 2009

PH111052749.1

**EXHIBIT B**

**United States  
TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
PUROCRETE	76/457,096	October 8, 2002
CORPATCH	76/457,095	October 8, 2002
METALDAM	76/457,094	October 8, 2002
HILOBOND	76/457,092	October 8, 2002
PURO-LITE	76/457,091	October 8, 2002
PERMATUN	76/344,768	December 5, 2001
PERMAFLUX	76/344,767	December 5, 2001
APEX	75/901,164	January 18, 2000

**EXHIBIT B****United States****TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
PHASCAST	2,496,301	October 9, 2001	October 9, 2011
PERMACAST	2,509,236	November 20, 2001	November 20, 2011
MARC	2,473,088	July 31, 2001	July 31, 2011
MEGOLITE	2,484,572	September 4, 2001	September 4, 2011
EXCELBOND	2,412,471	December 12, 2000	December 12, 2010
PERMAGUN	2,463,530	June 26, 2001	June 26, 2011
FURNACON	2,318,689	February 15, 2000	February 15, 2010
KROMAG	2,331,368	March 21, 2000	March 21, 2010
SUPERFLOW	2,255,392	June 22, 1999	June 22, 2009
KRILEX	2,225,587	February 23, 1999	February 23, 2009
DUREX	2,222,649	February 9, 1999	February 9, 2009
MAX-BOND	2,227,899	March 2, 1999	March 2, 2009
PROCAST	2,207,070	December 1, 1998	December 1, 2008
DOLOSAND	2,112,317	November 11, 1997	November 11, 2007
EZ (stylized)	2,085,527	August 5, 1997	August 5, 2007
EZ CAST	1,727,624	April 16, 1991	April 16, 2001
PYRO-MAG	1,417,995	November 25, 1986	November 25, 2006
NUTRI-MAG	1,358,329	September 3, 1985	September 3, 2005
MAG PLUS	1,356,084	August 27, 1985	August 27, 2005
FURNAL	1,363,389	October 1, 1985	October 1, 2005
KRILINE	1,340,735	June 11, 1985	June 11, 2005
MONO	1,313,450	January 8, 1985	January 8, 2005
PUROTAB	1,300,570	October 16, 1984	October 16, 2004
KRICON	1,308,038	December 4, 1984	December 4, 2004
KRIFORM	1,267,974	February 21, 1984	February 21, 2004
MAC	1,256,122	November 1, 1983	November 1, 2003
I-R-C	1,213,983	October 26, 1982	October 26, 2002
K-N	1,206,192	August 24, 1982	August 24, 2002
AL-MAX	1,193,184	April 6, 1982	April 6, 2002
PERMANENTE	1,198,385	June 22, 1982	June 22, 2002
MILL SET	1,240,348	May 31, 1983	May 31, 2003
PATCHBOND	1,092,317	May 30, 1978	May 30, 2008
INDUX	1,092,316	May 30, 1978	May 30, 2008
KRICOR	1,069,396	July 12, 1977	July 12, 2007
KRIAL	1,069,395	July 12, 1977	July 12, 2007
Design only	833,906	August 22, 1967	August 22, 2007
Design only	833,905	August 22, 1967	August 22, 2007

Mark	Registration No.	Registration Date	Renewal Date
Design only	833,904	August 22, 1967	August 22, 2007
Design only	833,902	August 22, 1967	August 22, 2007
Design only	825,593	March 14, 1967	March 14, 2007
Design only	834,565	September 5, 1967	September 5, 2007
Design only	833,901	August 22, 1967	August 22, 2007
K/R	798,002	October 26, 1965	October 26, 2005
TROWLEZE	794,305	August 17, 1965	August 17, 2005
LO-ERODE	667,934	October 7, 1958	October 7, 2008
MONO T9	665,916	August 19, 1958	August 19, 2008
PUROCAST (stylized)	650,358	August 20, 1957	August 20, 2007
PURO-TAB (block letters)	649,990	August 13, 1957	August 13, 2007
ALUMEX	510,329	May 31, 1949	May 31, 2009
HELSPOT	505,454	January 4, 1949	January 4, 2009

**EXHIBIT B**

**United States**

**ABANDONED TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
PERMASPRAY (stylized)	76/161,205	November 8, 2000
PERMAVIBE	76/161,204	November 8, 2000
WET-GUN	75/681,122	April 12, 1999
SUPER FLOW	75/575,418	October 22, 1998
KIRMAX	75/460,358	April 1, 1998

**EXHIBIT B**  
**FOREIGN TRADEMARK REGISTRATIONS**

**ARGENTINA**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	1600045	May 16, 1996	May 16, 2006

**EXHIBIT B****FOREIGN TRADEMARK REGISTRATIONS****AUSTRALIA**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	618694	July 16, 1996	December 16, 2003
EZ 3	797533	September 29, 2000	June 17, 2009
FURNASCRETE	181973	July 31, 1963	July 31, 2008
PROGUN	570722	August 10, 1993	January 15, 2009
PUROCAST	769455	March 19, 1999	August 5, 2008
PUROTAB	181977	July 31, 1963	July 31, 2008

**EXHIBIT B****FOREIGN TRADEMARK REGISTRATIONS****BENELUX**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	548307	Not available	December 16, 2003



**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS**

**BRAZIL**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	817794298	May 28, 1998	May 28, 2008
EZ 3	822004283	Sept. 10, 1999	N/A

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**CANADA**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ 3	TMA548158	July 13, 2001	July 13, 2016
NATIONAL	TMA106641	May 17, 1957	May 17, 2017
PERMANENTE	TMA139648	March 26, 1965	March 26, 2010
MONO-GUN	TMA143098	Dec. 17, 1965	Dec. 17, 2010
PURO-LITE	TMA235746	Sept. 7, 1979	Sept. 7, 2009
INDUX	TMA240362	March 7, 1980	March 7, 2010
SAKONITE	TMA240363	March 7, 1980	March 7, 2010
T-BOND	TMA240925	March 14, 1980	March 14, 2010
LO-ERODE	TMA244490	May 9, 1980	May 9, 2010
LOFERO	TMA245098	May 16, 1980	May 16, 2010
PUROCRETE	TMA249034	August 8, 1980	August 8, 2010
K/R 1202	TMA250186	Sept. 5, 1980	Sept. 5, 2010
CORLINE	TMA276899	Feb. 25, 1983	Feb. 25, 2013
MAG PLUS	TMA344216	August 26, 1988	August 26, 2003
UNITAB	TMA344773	Sept. 16, 1988	Sept. 16, 2003
KRILINE	TMA344774	Sept. 16, 1988	Sept. 16, 2003
KRITAB	TMA344775	Sept. 16, 1988	Sept. 16, 2003
KRICON	TMA344776	Sept. 16, 1988	Sept. 16, 2003
MAC	TMA344777	Sept. 16, 1988	Sept. 16, 2003
FURN-A-RAM	TMA344778	Sept. 16, 1988	Sept. 16, 2003
CORPATCH	TMA344779	Sept. 16, 1988	Sept. 16, 2003
PYRO-MAG	TMA346279	Oct. 14, 1988	Oct. 14, 2003
PERMATAB	TMA346997	Oct. 21, 1988	Oct. 21, 2003
FURNAL	TMA352863	March 10, 1989	March 10, 2004
DUREX	TMA396658	April 3, 1992	April 3, 2007
EZ CAST	TMA417316	Sept. 24, 1993	Sept. 24, 2008
MAXIMUL	TMA476438	May 16, 1997	May 16, 2012
MONO	TMA476439	May 16, 1997	May 16, 2012
METALDAM	TMA476441	May 16, 1997	May 16, 2012
I.R.C.	TMA476484	May 20, 1997	May 20, 2012
TROWLEZE	TMA476485	May 20, 1997	May 20, 2012
KRICOR	TMA476486	May 20, 1997	May 20, 2012
KRIAL	TMA476487	May 20, 1997	May 20, 2012
COLEX	TMA476488	May 20, 1997	May 20, 2012
MONO T9	TMA476489	May 20, 1997	May 20, 2012

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
OCEANITE	TMA476490	May 20, 1997	May 20, 2012
PUROCAST	TMA485707	Nov. 18, 1997	Nov. 18, 2012
KRILEX	TMA485721	Nov. 18, 1997	Nov. 18, 2012
PURO-TAB	TMA485722	Nov. 18, 1997	Nov. 18, 2012
KROMAG	TMA485726	Nov. 18, 1997	Nov. 18, 2012
LO-SIL	TMA485787	Nov. 18, 1997	Nov. 18, 2012
FURNAS CRETE	UCA50821	Feb. 8, 1954	Feb. 8, 2014
ALUMEX	UCA50679	Feb. 8, 1954	Feb. 8, 2014
HELKOTE	UCA49033	Feb. 8, 1954	Feb. 8, 2014
HELSPOT	UCA49034	Feb. 8, 1954	Feb. 8, 2014
PROCAST	TMA514894	August 20, 1999	August 20, 2014

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**EUROPEAN UNION**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ 3	1226539	October 9, 2000	July 1, 2009

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**FRANCE**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	94500796	June 24, 1994	January 10, 2004

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**GERMANY**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	2087164	December 13, 1994	December 15, 2003

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**ITALY**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	679203	May 17, 1996	December 23, 2003

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**JAPAN**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
PURO-LITE	1307836	November 2, 1977	November 2, 2002
FURNACAST	1320835	February 1, 1978	February 1, 2008
PUROLITE	2225697	April 23, 1990	April 23, 2010
EZ 3	4454791	February 23, 2001	February 23, 2011
EZ CAST	3327873	July 4, 1997	July 4, 2007



**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**MEXICO**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	478416	November 3, 1994	February 7, 2004
EZ 3	625893	September 29, 1999	June 24, 2009

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**NEW ZEALAND**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	232831	January 15, 1998	December 15, 2014
EZ 3	311241	March 9, 2000	June 17, 2006

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**SWEDEN**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	303208	June 30, 1995	June 30, 2005

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

**TAIWAN**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	661620	November 16, 1994	November 15, 2004
EZ 3	941802	May 16, 2001	November 15, 2004

**EXHIBIT B**  
**FOREIGN TRADEMARK REGISTRATIONS**

**UNITED KINGDOM**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Renewal Date</b>
EZ CAST	1556407	November 3, 1995	October 31, 2004

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OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.  
230 PARK AVENUE  
NEW YORK, NY 10169-0075

TELEPHONE: (212) 661-9100  
TELECOPIER: (212) 682-6104

Date: May 10, 2004 Client ID: 11305  
Matter ID: 0561  
From: Preston R. Cappello Direct Telecopier: (917) 368-7155  
490 Email: pcappello@oshr.com  
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ASSIGNMENT DIVISION Attn: Paula McCray	UNITED STATES PATENT and TRADEMARK OFFICE	703-306-5995	703-308-9723	

Message: Attached for resubmission are (a) corrected Trademark cover sheet noting the execution date as December 17, 2002 to Amendment No. 1 to Intellectual Property Security Agreement and (b) corrected Patent cover sheet noting the execution date as, December 17, 2002, to Amendment No.1 to Intellectual Property Security Agreement together with all originally submitted documents.

If you have any questions regarding the attached, please do not hesitate to call.

If you do not receive all of the pages or wish us to resend any portion, please call us at (212) 661-9100, extension 497 or 472.

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TELEPHONE: (212) 661-9100  
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ESTON R. CAPPELLO  
RCAPPELLO@OSHR.COM

May 10, 2004

BY FAX

U.S. Patent and Trademark Office  
Office of Public Records  
Attn: Customer Services Counter  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

Re: Transamerica Business Capital Corporation  
with Resco Products, Inc.

Dear Sir or Madam:

In connection with the above-referenced matter, we enclose the following documents for recordation with the United States Patent and Trademark Office:

1. an original Recordation form Cover Sheet with the corrected execution date of, December 17, 2002, together with the originally submitted original Recordation Form Cover Sheet "Trademarks Only," together with an original Amendment No. 1 to Intellectual Property Security Agreement, dated December 17, 2002, by Resco Products, Inc. in favor of Transamerica Business Capital Corporation , and
  
3. an original Recordation form Cover Sheet with the corrected execution date of, December 17, 2002, together with the original Recordation Form Cover Sheet "Patents Only," together with a photocopy of the original Amendment No. 1 to Intellectual Property Security Agreement, dated December 17, 2002, by Resco Products, Inc. in favor of Transamerica Business Capital Corporation.

If you have any questions with regard to any of the foregoing, please do not hesitate to telephone the undersigned to discuss the matter.

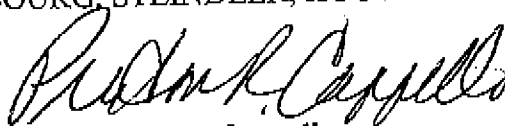
OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

May 10, 2004  
Page 2

Thank you for your prompt attention to this matter.

Very truly yours,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.



Preston R. Cappello  
Paralegal

Encls.

cc: Michael Barocas, Esq.