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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):
ATD Corporation *2.18.04*
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: IPIFS Guarantee Corp.
Internal Address: Suite 100
Street Address: 2221 Edge Lake Dr.
City: Charlotte State: NC Zip: 28217
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State 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 _____
Execution Date: 02/06/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Schedule A
attached and incorporated by reference

B. Trademark Registration No.(s) See Schedule B
attached and incorporated by reference
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: IPIFS Guarantee Corp.
Internal Address: Suite 100
Street Address: 2221 Edge Lake Dr.
City: Charlotte State: NC Zip: 28217

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
OPR/FINANCE
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DO NOT USE THIS SPACE

9. Signature.
Keith Agisim *[Signature]* February 6, 2004
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 43

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

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TRADEMARK
REEL: 002916 FRAME: 0001

SCHEDULE A

Conveying Party: ATD Corporation

Receiving Party: IPIFS Guarantee Corp.

TRADEMARK APPLICATIONS

Mark	Serial #	File Date	Goods & Services
Preferential	75851859	11/17/99	Layered metallic insulation for use in aircraft and the construction of residential and commercial buildings in Int'l Class 17
Thermoelectric	78199799	1/3/03	Heaters for use in vehicles, appliances, buildings and machines in Int'l Class 11

SCHEDULE B

Conveying Party: ATD Corporation

Receiving Party: IPIFS Guarantee Corp.

TRADEMARKS

Mark	Registration #	Serial #	File Date	Registration Date	Goods & Services
Pit Boss	2044723	74666891	4/27/95	3/11/97	Liner for barbecue grills in Int'l Class 11
Preferential	2568201	75981900	11/20/01	5/7/02	Layered metallic insulation for use in household and commercial appliances and industrial ovens in Int'l Class 17
The Silver Lining	2136324	75975903	10/2/95	2/10/98	Liners for barbecue grills and consumer grills in Int'l Class 11
The Silver Lining	2779796	75799059	9/10/99	11/4/03	Liners for commercial and hotel grills, ovens, stoves, and food service buffet heaters in Int'l Class 11
Thermsulate	1687873	74126790	12/28/90	5/19/92	Metallic and fibrous layered pads for building and/or vehicle heat and sound insulation in Int'l Class 17

THIS AGREEMENT IS SUBJECT TO AN INTERCREDITOR AND SUBORDINATION AGREEMENT AMONG IPIFS GUARANTEE CORP., GMAC COMMERCIAL FINANCE LLC AND ATD CORPORATION, AND ANY SUCCESSOR OR ASSIGNEE OF ANY PARTY HERETO SHALL BE BOUND BY SUCH INTERCREDITOR AND SUBORDINATION AGREEMENT

SECURITY AGREEMENT

THIS SECURITY AGREEMENT made as of February 6, 2004 ("Security Agreement"), by ATD Corporation, a Delaware corporation ("Grantor"), in favor of IPIFS GUARANTEE CORP., a Delaware corporation ("Secured Party").

RECITALS

WHEREAS, pursuant to a certain Credit Agreement dated as of the date hereof by and among Grantor and GMAC Commercial Finance LLC ("Lender") (as the same may from time to time be amended, modified, supplemented or restated, the "Credit Agreement"), Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in the Credit Agreement (collectively, the "Loans");

WHEREAS, a condition to the obligation of the Lender to make the Loans to the Grantor is that the Secured Party and the Lender enter into a Guaranty Agreement of even date herewith (such agreement, as amended, modified, supplemented or restated from time to time being referred to as the "Guaranty Agreement"). Simultaneously herewith the Secured Party is executing and delivered the Guaranty Agreement to the Lender; and

WHEREAS, the Secured Party is unwilling to enter into the Guaranty Agreement unless Grantor executes and delivers (a) this Security Agreement and (b) the Guaranty Reimbursement Agreement of even date herewith (such agreement, as amended, modified, supplemented or restated from time to time, being referred to as the "Guaranty Reimbursement Agreement"), pursuant to which Grantor agrees to reimburse the Secured Party for any payments made by the Secured Party to Lender under (i) the Guaranty Agreement or (ii) the L/C Reimbursement Agreement of even date herewith by the Secured Party in favor of Principal Financial Services, Inc.

AGREEMENT

Now, THEREFORE, in order to induce Secured Party to enter into the Guarantee Reimbursement Agreement and the Security Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees with the Secured Party for its benefit, as follows:

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1. DEFINED TERMS. When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

1.1 "Collateral" shall have the meaning assigned to such term in Section 2 of this Security Agreement.

1.2 "Copyright License" means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right in or to any Copyright or Copyright registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a copyright owned by a third party, a sublicense to use a copyright, and a distribution agreement regarding copyrighted works.

1.3 "Copyrights" means all of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions of any copyright; (d) any registrations to be issued in any pending applications; (e) any prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) any rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

1.4 "License" means any Copyright License, Patent License, Trademark License or other license of intellectual property rights or interests now held or hereafter acquired by Grantor.

1.5 "Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

1.6 "Litigation" means any suits, actions, proceedings (administrative, judicial or in arbitration, mediation or alternative dispute resolution), claims or counterclaims for infringement, misappropriation, or other violation of any of the Copyrights, Patents, Trademarks and/or Licenses.

1.7 "Patent License" means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right with respect to any Patent (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a patent owned by a third party, a sublicense to use a patent, and a distribution agreement regarding one or more patented products or processes.

1.8 "Patents" means all of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) all United States or foreign patents (including, without



limitation, utility, design and plant patents), all registrations and recordings thereof and all applications for United States or foreign patents, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations in part or extensions of any patent; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (f) any rights to sue for past, present and future infringements of any patent.

1.9 "Secured Obligations" means (a) all obligations and liabilities of the Grantor under the Guaranty Reimbursement Agreement; (b) the obligation of Grantor to pay any fees, costs and expenses of the Secured Party under Section 6.2 hereof; and (c) all other indebtedness, liabilities and obligations of Grantor to Secured Party, whether now existing or hereafter incurred, and whether created under, arising out of or in connection with any written agreement or otherwise.

1.10 "Trademark License" means any written agreement, in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any right in and to any Trademark (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, and a distribution agreement relating to goods or services covered by one or more trademarks.

1.11 "Trademarks" means any of the following in which Grantor now holds or hereafter acquires any right, title or interest: (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "Marks"); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (e) any rights to sue for past, present and future infringements of the Marks.

1.12 "UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of North Carolina; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of North Carolina, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.



1.13 In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: "Account Debtor," "Inventory" and "Proceeds". Each of the foregoing defined terms shall include all of such items now owned or existing, or hereafter arising or acquired by Grantor.

1.14 All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Guaranty Reimbursement Agreement.

2. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Secured Party to enter into the Guaranty Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest, if any, in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located (collectively, the "Collateral"):

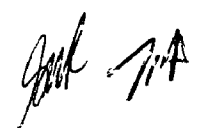
2.1 All Copyrights, Patents, Trademarks including, without limitation, the Copyrights, Patents and Trademarks listed in Schedule A, all Licenses including, without limitation, the Licenses listed in Schedule B and any presently pending Litigation including, without limitation, the Litigation listed in Schedule C;

2.2 To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

3. RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.

3.1 Notwithstanding anything contained in this Security Agreement to the contrary, Grantor expressly agrees that it shall remain liable under each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such License. Secured Party shall not have any obligation or liability under any License by reason of or arising out of this Security Agreement or the granting to Secured Party of a Lien therein or the receipt by Secured Party of any payment relating to any License pursuant hereto, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. The Grantor agrees that any rights granted under this Security Agreement to the Secured Party with respect to all of the Collateral shall be worldwide and without any liability for royalties or other related charges from the Secured Party to the Grantor.

3.2 Secured Party authorizes Grantor to collect its accounts and accounts receivable related to the sale, license, settlement, judgment or other disposition of, or otherwise arising from, any of the Collateral except accounts and accounts receivable arising solely from the sale

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

of Inventory (collectively, the "Accounts"), provided that such collection is performed in a prudent and businesslike manner, and Secured Party may, upon the occurrence and during the continuation of any Event of Default and with prior written notice to Grantor, limit or terminate said authority at any time. Upon the occurrence and during the continuance of any Event of Default, at the request of Secured Party, Grantor shall deliver all original and other documents evidencing and relating to the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

3.3 Secured Party may at any time, upon the occurrence and during the continuance of any Event of Default, with prior written notice to Grantor of its intention to do so, notify any Account Debtors of Grantor or any parties to the Licenses of Grantor that the Accounts and the right, title and interest of Grantor in and under such Licenses have been assigned to Secured Party and that payments shall be made directly to Secured Party. Upon the request of Secured Party at any time after the occurrence and during the continuance of an Event of Default, Grantor shall so notify such Account Debtors and parties to such Licenses. Upon the occurrence and during the continuance of any Event of Default, Secured Party may, in its name or in the name of others, communicate with such Account Debtors and parties to such Licenses to verify with such parties, to Secured Party's satisfaction, the existence, amount and terms of any such Accounts or Licenses.

4. REPRESENTATIONS AND WARRANTIES. Grantor hereby represents and warrants to Secured Party that:

4.1 Except for the security interest granted to Secured Party under this Security Agreement, Grantor is the sole legal and equitable owner of all right, title and interest in and to each item of the Collateral in which it purports to grant a security interest hereunder, having good and marketable title thereto, free and clear of any and all Liens, and will continue to be the sole legal and equitable owner of all right, title and interest in and to each item of the Collateral so long as the Copyrights, Patents, Trademarks and Licenses shall continue in force.

4.2 No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists as of the effective date of this Security Agreement. Grantor has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer or encumbrance on any of the Collateral.

4.3 This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which Grantor now has rights. Upon the filing of appropriate financing statements and the filing of a copy of this Security Agreement with the United States Copyright Office, Secured Party will have a fully perfected first priority security interest in all of the Collateral in which Grantor now has rights. This Security Agreement will create a legal and valid and fully perfected first priority security interest in the Collateral in which Grantor later acquires rights, when Grantor acquires those rights and additional filings to be made with the United States Copyright Office, Patent and Trademark Office and/or other offices as are necessary to perfect Secured Party's security interest in subsequent ownership rights and interests of Grantor in the Collateral.

4.4 So long as any Secured Obligations remain outstanding, the commitment of the Lender to extend credit has not been terminated or any Loan remains outstanding, Grantor will not execute, and there will not be on file in any public office, any effective financing statement or other document or instrument covering the Collateral.

4.5 On the date hereof, Grantor's chief executive office, principal place of business and the place where Grantor maintains its records concerning the Collateral are located at the address set forth on the signature page hereof on the date hereof, and the Grantor's corporate name, type of organization, jurisdiction of organization, and corporate identification number set forth on the signature page hereof on the date hereof are all true and correct.

4.6 Grantor has the full right and power to grant the security interest in the Collateral made hereby.

4.7 All information furnished to the Secured Party concerning the Collateral and proceeds thereof, for the purpose of inducing Secured Party to enter into the Guaranty Agreement and the transaction contemplated thereby, is or will be at the time the information is furnished, accurate and correct in all material respects.

4.8 To the best of Grantor's knowledge as of the effective date of this Security Agreement, no infringement, breach or unauthorized use presently is being made of any of the Collateral which has or may reasonably be expected to have, alone or in the aggregate, a material adverse effect. The Grantor has advised the Secured Party of the existence of all material restrictions on the use of the Collateral.

4.9 To the best of Grantor's knowledge as of the effective date of this Security Agreement: (i) except for this Security Agreement, there are no obligations to, covenants to or restrictions from third parties affecting the Grantor's use, disclosure, enforcement, transfer or licensing of the Collateral; (ii) all Collateral that is owned by Grantor is valid and enforceable; (iii) the Grantor has the right to use all Collateral that is necessary or desirable for the operation of the Grantor as presently conducted and as proposed by the Grantor to be conducted; (iv) the Grantor has taken all actions necessary to maintain and protect all Collateral and no loss of such Collateral is pending, reasonably foreseeable or threatened; (v) the owners of all copyrights, patents and trademarks licensed to the Grantor have taken all actions necessary to maintain and protect such intellectual property; (vi) there has been no claim made or threatened by or against the Grantor asserting the invalidity, misuse or unenforceability of any item of Collateral or challenging the Grantor's right to use or ownership of any item of Collateral, and there are no grounds for any such claim or challenge; (vii) there is not and has not been any infringement, misappropriation or other violation of any Collateral, and there are no facts raising a likelihood of infringement, misappropriation, or other violation; (viii) except for the grant of a security interest to the Secured Party under this Security Agreement, the consummation of the transactions contemplated by this Security Agreement, the Guarantee Reimbursement Agreement and the Credit Agreement will not alter, impair or extinguish any rights of the Grantor in the Collateral; and (ix) the Grantor has not given any warranty or indemnification in connection with any item of Collateral to any third party except for statutory warranties given in the ordinary course of business in connection with the sale of goods.

5. COVENANTS. Grantor covenants and agrees with Secured Party that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full:

5.1 **Disposition of Collateral.** Grantor shall not sell, sell-and-lease back, assign, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so. Grantor shall not, without the Secured Party's prior written consent, enter into any agreement, including, without limitation, any license, related to any or all of the Collateral. Grantor also agrees to maintain the quality of any and all merchandise and/or services in connection with which the Trademarks are used, substantially consistent with or better than the quality of said merchandise and/or services as of the date hereof.

5.2 **Relocation of Business or Collateral.** Grantor shall not relocate its chief executive office, principal place of business or its records, or allow the relocation of any Collateral from such address(es) provided to Secured Party pursuant to Section 4(d) above without prior written notice to Secured Party.

5.3 **Limitation on Liens on Collateral.** Grantor shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral.

5.4 **Maintenance of Records.** Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

5.5 **Registration and Maintenance of Intellectual Property Rights.** Grantor shall (i) diligently prosecute any Patent, Trademark or Copyright pending as of the date hereof or thereafter, (ii) promptly make applications for, register or cause to be registered (to the extent not already registered and consistent with good faith business judgment) any Copyright, Copyright License, any Patent, Patent License, any Trademark or Trademark License, which is (a) set forth in Schedule A or Schedule B or (b) is individually or in the aggregate, material to the conduct of Grantor's business, with the United States Copyright Office or Patent and Trademark Office, as applicable, including, without limitation, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all United States Copyright Office or Patent and Trademark Office requests and inquiries. Grantor also agrees to take all actions reasonably required to preserve and maintain all rights in the Collateral. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by the Grantor. The Grantor further agrees to retain experienced patent, trademark and copyright attorneys for the filing and prosecution of all such applications and other proceedings. The Grantor shall not, without the Secured Party's prior written consent, abandon any rights in or fail to pay any maintenance or renewal fee for any Patent, Trademark or Copyright listed in Schedule A. The Grantor shall not, without the Secured Party's prior written consent, such consent not to be unreasonably withheld, breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any License listed in Schedule B. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, which would affect the validity,

priority, perfection or enforcement of the rights granted to the Secured Party under this Security Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever. If the Grantor fails to comply with any of the foregoing provisions of Section 5.5, the Secured Party shall have the right (but shall not be obligated) to do so in the Grantor's name to the extent permitted by law, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Secured Party in full for all expenses, including the fees and disbursements of counsel incurred by the Secured Party in procuring, protecting, defending and maintaining the Collateral. In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Security Agreement, the Secured Party may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out shall be Secured Obligations of the Grantor repayable on demand, together with interest at the rate applicable to the Loan.

5.6 Notification Regarding Changes in Intellectual Property. Grantor shall promptly advise Secured Party of any subsequent right, title or interest of Grantor in or to any Copyright, Patent, Trademark or License not specified on Schedule A hereto, the provisions of Section 2 above shall automatically apply thereto, and the Grantor hereby authorizes and appoints Secured Party as Grantor's attorney-in-fact solely to the extent necessary to modify or amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights, and pursuant to Schedule D, to make any additional filings. The Grantor hereby authorizes the Secured Party to modify this Security Agreement by amending Schedules A and B to include any future Copyrights, Patents, Trademarks or Licenses that are Collateral under Section 2 above. In addition to any requirements in this Security Agreement for notification, Grantor shall also provide the Secured Party with quarterly reports that identify the status of the Collateral, any new Copyrights, Patents, Trademarks and/or Licenses, any newly filed applications, the status of any pending applications, the payment of any maintenance or renewal fees, the status of litigation and licensing, any threats of litigation, the identification of any known or suspected infringers and the discovery of any prior art or any other information that may effect the validity or enforceability of the Collateral.

5.7 Defense of Intellectual Property. Grantor shall (i) protect, defend and maintain the validity and enforceability of all material current and future Copyrights, Patents and Trademarks, (ii) use its commercially reasonable efforts to detect material infringements of such Copyrights, Patents and Trademarks and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Copyrights, Patents or Trademarks to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party. Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Collateral without the prior written consent of the Secured Party, such consent not to be unreasonably withheld; nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Secured Party shall have the right (but shall not be obligated) to recommend and approve counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration relating to the Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration relating to the Collateral must be approved, in writing, by the Secured Party, such approval not to be unreasonably withheld.

5.8 Further Assurances; Pledge of Instruments. At any time and from time to time, upon the written reasonable request of Secured Party, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Secured Party may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement, including, without limitation, facilitating the filing of UCC-1 Financing Statements in all applicable jurisdictions and this Security Agreement (and any amendment hereto) or any other document that the Secured Party may reasonably deem necessary, including, without limitation, any filing described in Schedule D or any other collateral assignment, (and any amendments thereto) with the United States Copyright Office, Patent and Trademark Office and/or the state or foreign equivalents of these offices, as applicable.

5.9 Right of Inspection and Audit. Upon reasonable notice to Grantor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), Secured Party shall at all times have full and free access during normal business hours (or during an Event of Default at any time) to all the books, records, correspondence, office, facilities and operations of Grantor related to the Collateral, the Loans or any Related Document, including, without limitation, the Grantor's quality control processes, and Secured Party or any agents or representatives of Secured Party may examine the same, take extracts therefrom and make photocopies thereof, and Grantor agrees to render to Secured Party, at Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. Unless an Event of Default has occurred and is continuing, Secured Party's right of inspection and audit shall be limited to two instances per calendar year.

5.10 Continuous Perfection. Grantor shall not change its name, identity, corporate structure, jurisdiction of organization or corporation identification number in any manner which might make any financing or continuation statement filed in connection herewith seriously misleading within the meaning of Section 9-506 of the UCC (or any other then applicable provision of the UCC) unless Grantor gives Secured Party thirty (30) days prior written notice thereof and takes all action necessary or reasonably requested by Secured Party to amend such financing statement or continuation statement so that it is not seriously misleading.

5.11 Power of Attorney. Effective only upon the occurrence and during the continuance of an Event of Default, Grantor hereby irrevocably appoints Secured Party (and any of Secured Party's designated officers or employees) as Grantor's true and lawful attorney to: (a) send requests for verification of Accounts and Licenses or notify account debtors or licensees of Secured Party's security interest in the Accounts and Licenses; (b) endorse Grantor's name on any checks or other forms of payment or security that may come into Secured Party's possession; (c) sign Grantor's name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts and Licenses, verifications of Accounts and Licenses, and notices to account debtors and licensees, (d) make, settle and adjust all claims under and decisions with respect to Grantor's policies of insurance; (e) settle and adjust disputes and claims respecting the Accounts and Licenses directly with account debtors and licensees, for amounts and upon terms which Secured Party determines to be reasonable; (f) modify, in its sole discretion, any intellectual property security agreement entered into between Grantor and Secured Party without first obtaining Grantor's approval of or signature to such modification by

amending reference to any right, title or interest in any Copyright, Patent, Trademark or License, acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyright, Patent, Trademark or License, in which Grantor no longer has or claims any right, title or interest; (g) file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law; (h) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Collateral, (i) take any other actions with respect to the Collateral as the Secured Party deems in the best interest of the Secured Party; (j) grant or issue any exclusive or non-exclusive license under the Collateral to anyone or (h) assign, pledge, convey or transfer title in or dispose of the Collateral to anyone, including the Secured Party or a third party to the extent permitted under the UCC, free and clear of any encumbrance upon title thereof (other than any encumbrance created by this Security Agreement). The appointment of Secured Party as Grantor's attorney in fact, and each and every one of Secured Party's rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Secured Party's obligation to provide advances hereunder is terminated. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Security Agreement.

6. RIGHTS AND REMEDIES UPON DEFAULT.

6.1 If any Event of Default shall occur and be continuing, Secured Party may exercise in addition to all other rights and remedies granted to it under this Security Agreement and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event, and during the existence and continuance of an Event of Default, Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Grantor hereby releases. Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in Section 6.4 hereof, Grantor remaining liable for any deficiency remaining unpaid after such application, and to the extent required by the UCC, only after so paying over such net proceeds and after the payment by Secured Party of any other amount required by any provision of law, need Secured Party account for the surplus, if any, to Grantor. To the maximum extent permitted by applicable law, Grantor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention or sale of the Collateral except such as arise out of the gross negligence or willful misconduct of Secured

Party. Grantor agrees that Secured Party need not give more than ten (10) days' notice (which notification shall be deemed given when mailed or delivered on an overnight basis, postage prepaid, addressed to Grantor at its address set forth on the signature page hereof) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Secured Party is entitled, Grantor also being liable for the reasonable fees of any attorneys employed by Secured Party to collect such deficiency.

6.2 Grantor also agrees to pay all reasonable and actually incurred fees, costs and expenses of Secured Party, including, without limitation, reasonable attorneys' fees, reasonably incurred in connection with the enforcement of any of its rights and remedies hereunder.

6.3 Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

6.4 The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by Secured Party in the following order of priorities:

FIRST, to Secured Party in an amount sufficient to pay in full the reasonable costs of Secured Party in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances reasonably incurred or made by Secured Party in connection therewith, including, without limitation, reasonable attorneys' fees;

SECOND, to Secured Party in an amount equal to the then unpaid Secured Obligations;
and

FINALLY, upon payment in full of the Secured Obligations, to Grantor or its representatives, in accordance with the UCC or as a court of competent jurisdiction may direct.

6.5 Notwithstanding anything in Section 6 of this Security Agreement to the contrary, the Secured Party agrees that for a period (the "License Period"), the longer of (i) twelve (12) months after the initial Event of Default or (ii) eight (8) months after the Secured Party commences foreclosure on, or otherwise takes possession of, the Collateral, the Secured Party will, upon Grantor's written request within three (3) business days of the Secured Party commencing foreclosure or taking possession of the Collateral, license the Collateral back to the Grantor on commercially reasonable terms to the extent Secured Party has taken ownership of the Collateral. Grantor may ask the Secured Party for a license extension or other accommodation beyond the License Period, provided, that nothing hereunder, including, without limitation, a request for a license extension, shall require the Secured Party to enter into or negotiate any such extension, accommodation or agreement. Grantor further agrees that it shall not object to or oppose any request or motion by the Secured Party to lift the automatic stay pursuant to 11 U.S.C. § 362 (or any successor provision) with respect to the Collateral. After the License Period (or any extension thereof) has expired, the Secured Party may exercise any and all rights and remedies available to it under this Security Agreement and under the UCC; and

during the License Period, the Secured Party may foreclose on, take ownership or possession of the Collateral, subject to the first sentence of this Section 6.5.

7. SECURED PARTY'S RIGHT TO SUE. From and after the occurrence and during continuance of an Event of Default, the Secured Party shall have a right, but shall in no way be obligated, to bring suit for past, present and future damages in its own name and for its own benefit to enforce the Copyrights, Patents, Trademarks and Licenses, and if the Secured Party commence any such suit, the Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by the Secured Party in aid of such enforcement.

8. INDEMNITY. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement and (b) all losses or expenses in any way suffered, incurred or paid by Secured Party as a result of or in any way arising out of or following transactions between Secured Party, Lender and/or Grantor, whether under this Security Agreement, the Guaranty Agreement, the Guarantee Reimbursement Agreement or otherwise (including without limitation, reasonable attorneys' fees and expenses for one firm of counsel), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. LIMITATION ON SECURED PARTY'S DUTY IN RESPECT OF COLLATERAL. Secured Party shall deal with the Collateral in the same manner as it deals with similar property for its own account. Secured Party shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it takes such action as Grantor requests in writing, but failure of Secured Party to comply with any such request shall not in itself be deemed a failure to act reasonably and no failure of Secured Party to do any act not so requested shall be deemed a failure to act reasonably.

10. REINSTATEMENT. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11. CONFIDENTIALITY. Secured Party agrees to maintain the confidentiality of any Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to the Subsidiaries and affiliates of Secured Party in connection with any present, future or prospective business relations with Grantor, (b) to the directors, officers, employees and agents, including accountants, legal counsel and other advisors, of Secured Party, its affiliates



and Subsidiaries (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential), (c) (subject to an agreement containing provisions substantially the same as those of this Section) to any transferee or assignee of, or participant in, or any prospective transferee or assignee of, or participant in, any of its rights or obligations under any Related Document, (d) to the extent requested by any regulatory authority (including any self-regulatory authority), (e) to the extent required by any law, regulation, rule or order, subpoena, judicial order or similar order or legal process, (f) to the extent required in connection with the examination, audit or similar investigation of Secured Party or any of its Subsidiaries or affiliates, (g) to any other party to a Related Document, (h) in connection with the exercise of any remedies hereunder or under any other Related Document, or any action or proceeding relating to this Security Agreement or any other Related Document or the enforcement of rights hereunder or under any other Related Document (including without limitation any foreclosure or sale of any Collateral), or (i) with the consent of the Grantor. For the purposes of this Section, "Confidential Information" means all information received from Grantor relating to Grantor or its business, other than any such information that is available to Secured Party on a non-confidential basis prior to disclosure by Grantor, provided, that, in the case of information received from Grantor after the date hereof, such information is clearly identified at the time of delivery as confidential. Confidential Information hereunder shall not include information that either: (i) is in the public domain or in the knowledge or possession of Secured Party when to disclosed to Secured Party, or becomes part of the public domain after disclosure to Secured Party other than as a result of a breach by Secured Party of this Section, or (ii) is disclosed to Secured Party on a non-confidential basis from a source other than Grantor. The Secured Party and any other Person required to maintain the confidentiality of any Confidential Information as required by this Section shall be considered to have complied with its obligation to do so if the Secured Party or any other Person has exercised the same degree of care to maintain the confidentiality of such Confidential Information as it would accord to its own confidential information.

12. MISCELLANEOUS.

12.1 No Waiver; Cumulative Remedies.

12.1.1 Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

12.1.2 The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law. The Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC. Recourse to security will not be required at any time.



12.1.3 None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Secured Party.

12.2 Releases.

12.2.1 This Security Agreement is made for collateral purposes only. Subject to Section 12.2.2 below, at such time as the Secured Obligations shall have been paid and performed in full, the Collateral shall be released from the Liens created hereby, and this Security Agreement and all obligations of Secured Party and Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to Grantor. At the request and sole expense of Grantor following any such termination Secured Party shall deliver to Grantor all termination statements, releases or other instruments as may be necessary or proper to revest in the Grantor (without recourse to or warranty by the Secured Party) full title to the Collateral granted in this Security Agreement, subject to any acceptance or disposition of Collateral which may have been made by the Secured Party pursuant to this Security Agreement.

12.2.2 This Security Agreement and the security interests granted herein shall remain in full force and effect and continue to be effective if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, avoided, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is avoided, rescinded, reduced, restored or returned, the Secured Obligations and the security interests granted herein shall be reinstated and the Secured Obligations shall be deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored or returned. The provisions of this Section 12.2.2 shall survive repayment of all of the Secured Obligations, and the termination of this Security Agreement in any manner

12.3 **Successor and Assigns.** This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and permitted assigns of Grantor, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, any future holder of any of the Secured Obligations and their respective successors and assigns. The Secured Party may, without cost or expense to the Grantor, assign all or any part of, or any interest (undivided or divided) in, the Secured Party's rights and benefits under this Security Agreement including, without limitation, the right, title or interest in and to the Collateral. To the extent of any assignment by the Secured Party, the assignee shall have the same rights and benefits against the Grantor hereunder as it would have had if such assignee were the Secured Party. The Grantor may not assign this Security Agreement without the prior written consent of the Secured Party, which consent may be granted or withheld at the sole discretion of the Secured Party. The Grantor's successors shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to Secured Party hereunder.

12.4 Notices. All notifications and other communications permitted or required under this Agreement shall be in writing. Notices shall be effective upon delivery if delivered to the party entitled to receive the same by hand, or five days after deposit if deposited in the United States Mail (Certified Mail, Postage Prepaid, Return Receipt Requested), or one Business Day after deposit with a nationally recognized overnight courier, specifying next day delivery with written verification of receipt, addressed to such party at the address set forth on the signature page hereof.

12.5 Counterparts. This Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

12.6 Severability. If any provision of this Security Agreement is held to be unenforceable under applicable law for any reason, it shall be adjusted, if possible, rather than voided in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Security Agreement shall be deemed valid and enforceable to the fullest extent possible under applicable law.

12.7 Governing Law. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT AND THE SECURED OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE EXCEPT TO THE EXTENT THAT PERFECTION OR THE EFFECT OF PERFECTION OF ANY SECURITY INTEREST IN THE COLLATERAL MAY BE GOVERNED BY THE LAWS OF ANY OTHER JURISDICTION, OR TO THE EXTENT THAT FEDERAL LAW MAY PREMPT NORTH CAROLINA LAW AS TO ANY ISSUE ARISING UNDER THIS SECURITY AGREEMENT.

12.8 Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST EACH PARTY HERETO WITH RESPECT TO THIS SECURITY AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN MECKLENBURG COUNTY, NORTH CAROLINA, AND BY EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT, EACH PARTY HERETO ACCEPTS, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY FINAL JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SECURITY AGREEMENT FROM WHICH NO APPEAL HAS BEEN TAKEN OR IS AVAILABLE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. EACH OF PARTIES HERETO IRREVOCABLY WAIVES (I) TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT AND (II) ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE



LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT IN ANY JURISDICTION SET FORTH ABOVE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

12.9 **Advice of Counsel.** The Grantor represents to the Secured Party that the Grantor's attorneys have reviewed this Security Agreement and that it has discussed this Security Agreement with its attorneys.

12.10 **Section and Heading Titles.** The section and heading titles are for convenience and reference only and shall not affect in any way the interpretation of any of the provisions of this Security Agreement.

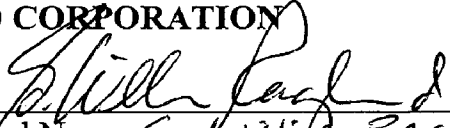
12.11 This Agreement is subject to an Intercreditor and Subordination Agreement among IPIFS Guarantee Corp., GMAC Commercial Finance LLC and ATD Corporation, and any successor or assignee of any party hereto shall be bound by such Intercreditor and Subordination Agreement.

(Remainder of page intentionally left blank)

Handwritten signature or initials in black ink, possibly reading 'FA' followed by a stylized name.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

ATD CORPORATION

By: 
Printed Name: G. William RAGLAND
Title: President

ADDRESS OF GRANTOR:

255 Satellite Blvd.
Suite 300
Suwanee, GA 30024

TYPE OF ORGANIZATION: Corporation
JURISDICTION OF ORGANIZATION: Delaware
CORPORATE IDENTIFICATION NUMBER: 3536970

ACCEPTED AND ACKNOWLEDGED BY:

IPIFS GUARANTEE CORP.

By: 
Printed Name: Keith Agisim
Title: President

ADDRESS OF IPIFS GUARANTEE CORP.:

2221 Edge Lake Drive
Suite 100
Charlotte, NC 28217



Schedule A To Security Agreement

INTELLECTUAL PROPERTY

Copyrights

None

Trademarks

Mark	Country	Registration #	Serial #	File Date	Registration Date	Status
Pit Boss	United States	2044723	74/666,891	4/27/95	3/11/97	Registered
Pit Boss	Australia	676859	676859	10/31/95	10/31/95	Registered
Pit Boss	Canada	TMA502,088	70/795,996	10/27/95	10/8/98	Registered
Pit Boss	Mexico	549430	246690	10/27/95	10/27/95	Registered
Pit Boss	United Kingdom	2042762	676859	10/27/95	10/27/95	Registered
preferentiAl	United States		75/851,859	11/17/99		Filed
preferentiAl	United States	2568201		11/20/01	5/7/02	Registered
preferentiAl	Europe	1636901		11/17/99	7/3/01	Registered
Silver Lining	United States	2136324	75/975,903	10/2/95	2/10/98	Registered
Silver Lining	United States	2779796	75/799,059	9/10/99	11/4/03	Registered
Thermsulate	United States	1687873	74/126,790	12/28/90	5/19/92	Registered
Thermsulate	Australia	738442	738442	7/4/97	7/4/97	Registered
Thermsulate	Benelux	560.116	832.754	8/25/94	8/25/94	Registered
Thermsulate	France	94534153	94/534153	8/29/94	2/10/95	Registered
Thermsulate	France	1412501		11/26/99	12/9/99	Registered
Thermsulate	Germany	2025948	A 50 531/17 Wz	6/28/91	12/7/92	Registered
Thermsulate	Italy	698617	MI94C007963	8/31/94	12/23/96	Registered
Thermsulate	Mexico	409890	116560	6/27/91	3/31/92	Registered
Thermsulate	New Zealand	279306	279306	6/4/97	7/4/97	Registered
Thermsulate	Spain	M1 645201	1.645.201	6/28/91	5/5/92	Registered
Thermsulate	Switzerland	391 213	4343/1991.9	6/27/91	5/6/92	Registered
Thermsulate	United Kingdom	1583246		8/30/94	8/30/94	Registered
Thermsuletric	United States		79/199,799	1/3/03		Notice of Allowance

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Patents

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
An Insulating Apparatus & Method for Attaching an Insulating Pad to a Support	United States	5524406	08/216,870	3/24/94	6/11/96	Issued
An Insulating Apparatus & Method for Attaching an Insulating Pad to a Support	PCT	WO 95/25858		3/23/95	9/28/95	Published
An Insulating Apparatus & Method for Attaching an Insulating Pad to a Support	Germany		19581593.9	9/24/96		Filed
An Insulating Apparatus & Method for Attaching an Insulating Pad to a Support	Mexico	192402	964276	9/24/96	6/17/00	Granted
An Insulating Apparatus & Method for Attaching an Insulating Pad to a Support	Switzerland	691 582	2363/96	3/23/95	8/31/01	Granted
An Insulating Apparatus & Method for Attaching an Insulating Pad to a Support	United Kingdom	2302055B	9620180.1	3/23/95	5/20/98	Granted
Apparatus and Method for Manufacture of Multilayer Metal Products	United States		09/490,259	1/24/00		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Belgium		2001/0056	1/24/01		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	France		01 00927	1/24/01		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Germany	200 21 722.4	200 21 722.4	12/22/00	6/7/01	Granted
Apparatus and Method for Manufacture of Multilayer Metal Products	Ireland		2001/0058	1/24/01		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Ireland		2003/0267	4/8/03		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Italy		MI2001A000121	1/24/01		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Netherlands	1019394	1019394	1/24/01	12/12/02	Granted
Apparatus and Method for Manufacture of Multilayer Metal Products	Netherlands	1017182		1/24/01	11/26/01	Granted
Apparatus and Method for Manufacture of Multilayer Metal Products	Netherlands		1022051	1/24/01		Filed

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
Apparatus and Method for Manufacture of Multilayer Metal Products	Spain		200100159	2/16/01		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	PCT	WO 01/53015	09/490,259	1/23/01	7/26/01	Published
Apparatus and Method for Manufacture of Multilayer Metal Products	Australia		36514/01	7/24/02		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Brazil		PI0107850-0	7/24/02		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Canada		2398.286	7/24/02		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	China		01805580.X	7/24/02		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Germany		101 95 094.2	7/24/02		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Japan		553057/2001	7/24/02		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Korea		10-2002-7009495	7/24/02		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Mexico		09/490,259	7/24/02		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	Portugal		01/53015	8/9/02		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	South Africa	2002/5877	2002/5877	7/24/02	4/30/03	Granted
Apparatus and Method for Manufacture of Multilayer Metal Products	Switzerland		1295/02	7/24/02		Filed
Apparatus and Method for Manufacture of Multilayer Metal Products	United Kingdom	2374306B	217228.6	7/24/02	9/10/03	Granted
Apparatus and Method for Manufacture of Multilayer Metal Products	United Kingdom		316454.8	7/14/03		Filed
Appliance Insulated with Protected Fiber Insulation	United States	6337143	09/570,398	5/12/00	1/8/02	Issued
Appliance Insulated with Protected Fiber Insulation	PCT	WO 01/88440		5/14/01	11/22/01	Published
Appliance Insulated with Protected Fiber Insulation	Australia		2001263146	5/14/01		Filed
Appliance Insulated with Protected Fiber Insulation	Brazil		PI0110750-0	5/14/01		Filed

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
Appliance Insulated with Protected Fiber Insulation	Canada		2408844	5/14/01		Filed
Appliance Insulated with Protected Fiber Insulation	China		1809386.8	5/14/01		Filed
Appliance Insulated with Protected Fiber Insulation	EPO		01 93 7405.7-2301	5/14/01		Filed
Appliance Insulated with Protected Fiber Insulation	Japan		584,796/2001	11/12/02		Filed
Appliance Insulated with Protected Fiber Insulation	Mexico		PA/a/2002/011094	11/11/02		Filed
Baking Pan System	United States	5845805	09/004,601	1/8/98	12/8/98	Issued
Baking Pan System	PCT	WO 99/35059		1/8/99	7/15/99	Published
Baking Pan System	EPO		99 90 0812.1	7/14/00		Filed
Bonded Metal-Plastic Composite Structure	United States	6012493	08/927,969	9/11/97	1/11/00	Issued
Bonded Metal-Plastic Composite Structures	PCT	WO 99/12732	08/927,969	9/11/97	3/18/99	Published
Bonded Metal-Plastic Composite Structures	EPO		98944665.3	4/6/00		Filed
Combined Thermal and Acoustic Insulator	United States	5767024	08/626,878	4/3/96	6/16/98	Issued
Combined Thermal and Acoustic Insulator	PCT	WO 97/36743		4/3/97	10/9/97	Published
Combined Thermal and Acoustic Insulation T3700	United Kingdom	2326841B	9821562.7	4/3/97	3/29/00	Granted
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	United States	6391469	09/422,140	10/20/99	5/21/02	Issued
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	United States	6586111	10/124,094	4/16/02	7/1/03	Issued
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	United States		10/436,498	5/13/03		Filed
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	Mexico		999602	10/19/99		Filed
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	PCT	WO 00/23268		10/20/99	4/27/00	Published
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	Australia	756037	15979/00	10/20/99	5/8/03	Granted
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	Brazil		PI9914641-0	4/19/01		Filed
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	Canada		2347948	10/20/99		Filed

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	China		99813644.1	10/20/99		Notice of Allowance
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	EPO		99 95 8658.9	4/19/01		Filed
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	Japan		577,029/2000	4/20/01		Filed
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	Korea		10-2001-7005003	4/20/01		Filed
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	Portugal		23268	4/20/01		Filed
Corrugated Multilayer Metal Foil Insulation Panels and Methods of Making	United Kingdom	2360059B	110287	4/19/01	4/30/03	Granted
Electric Barbecue Grill	United States	6104004	09/001,372	12/17/97	8/15/00	Issued
Electric Barbecue Grill	France	2 761 872	98 04461	4/9/98	6/15/01	Granted
Electric Barbecue Grill	Germany		198 16 473.4	4/14/98		Filed
Electric Barbecue Grill	Italy	1301321	MI98A000767	4/9/98	6/9/00	Granted
Electric Barbecue Grill	United Kingdom	2324025	9807788.6	4/9/98	9/18/01	Granted
Electric Barbecue Grill	PCT	WO 98/44835		4/7/98	10/15/98	Published
Electric Barbecue Grill	Australia	725385	68849/98	4/7/98	1/25/01	Granted
Electric Barbecue Grill	Brazil		PI9809086.0	10/7/99		Filed
Electric Barbecue Grill	Canada		2285997	4/7/98		Filed
Electric Barbecue Grill	Mexico		999245	4/7/1998		Awaiting Confirmation
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	United States	5939212	08/871,771	6/9/97	8/17/99	Issued
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	United States	6207293	09/256,320	2/24/99	3/27/01	Issued
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	France		98 07220	6/9/98		Filed
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Germany	198 25 813	198 25 813.5	6/9/98	7/20/00	Granted
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Germany	298 10 327.3	298 10 327.3	6/9/98	11/5/98	Granted
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Ireland	82510	980433	6/9/98	9/3/02	Granted
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Italy	130938	MI98A001309	6/9/98	7/20/00	Granted

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Japan		502,980/1999	12/9/99		Filed
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	South Africa	98/4929	98/4929	6/8/98	4/28/99	Granted
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Switzerland	693 322	1263/98	6/9/98	7/13/03	Granted
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	United Kingdom	2326117	9812319.3	6/8/98	10/17/01	Granted
Flexible Corrugated Multilayer Metal Foil Structures & Method of Making	PCT	WO 98/56576		6/5/98	12/17/98	Published
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Australia	724126	78219/98	6/5/98	9/20/00	Granted
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Brazil		PI9809992.2	12/9/99		Filed
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Canada		2297467	6/5/98		Filed
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	China		98807122.3	12/9/99		Filed
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Mexico		9911564	12/9/99		Filed
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	Portugal		9856576	12/9/99		Filed
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	United States	6660403	10/112,726	4/2/02	12/9/03	Issued
Flexible Corrugated Multilayer Metal Foil Shields and Method of Making	United States		10/668,371	9/23/03		Filed
Food Transport Container with Integral Heater	United States	6222160	09/513,668	2/25/00	4/24/01	Issued
Food Transport Container with Integral Heater	PCT	WO 00/50307		2/25/00	8/31/00	Published
Food Transport Container with Integral Heater	Australia	761809	33791/00	2/25/00	9/25/03	Granted
Food Transport Container with Integral Heater	Austria	411.314	A 9011/00	2/25/00	4/15/03	Granted
Food Transport Container with Integral Heater	Brazil		PI0008507.3	2/25/00		Filed
Food Transport Container with Integral Heater	Canada		2366742	2/25/00		Filed
Food Transport Container with Integral Heater	China		8005546.7	2/25/00		Filed

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
Food Transport Container with Integral Heater	France	2 790 246	2393	2/25/00	8/30/02	Granted
Food Transport Container with Integral Heater	Germany		10084288.7	8/27/01		Filed
Food Transport Container with Integral Heater	Italy	1316675	MI2000A.000370	2/28/00	4/24/03	Granted
Food Transport Container with Integral Heater	Japan		600,897/2000	8/24/01		Filed
Food Transport Container with Integral Heater	Korea		10-2001-7010894	8/25/01		Filed
Food Transport Container with Integral Heater	Mexico		2001/008634	8/24/01		Filed
Food Transport Container with Integral Heater	Portugal		2001/2750	8/27/01		Notice of Allowance
Food Transport Container with Integral Heater	Spain	2166317	200000457	2/25/00	5/14/03	Granted
Heat Barrier Laminate - 3500 (Without Carpet)	United States	5658634	07/899,948	6/17/92	8/19/97	Issued
Heat Barrier Laminate "3500"	Mexico	182385	20932	5/29/90	8/14/96	Granted
Heat Barrier Laminate (Thermsulate 3500) (With Carpet)	United States	5633064	08/478,968	6/7/95	5/27/97	Issued
Heat Barrier Laminate - "Thermsulate 3500"	EPO	0 476 058 B1	90 909 985.5	5/30/90	3/13/02	Published
Heat Barrier Laminate - "Thermsulate 3500"	France		90 909 985.5	6/12/02		Awaiting Confirmation
Heat Barrier Laminate - "Thermsulate 3500"	Germany		DE 690 33 934.8-08	5/30/90		Awaiting Confirmation
Heat Barrier Laminate - "Thermsulate 3500"	Italy		0 476 058	6/10/02		Awaiting Confirmation
Heat Barrier Laminate - "Thermsulate 3500"	Spain		ES 2173859 T3	6/12/02		Awaiting Confirmation
Heat Barrier Laminate - "Thermsulate 3500"	Switzerland		0 476 058	6/12/02		Awaiting Confirmation
Heat Barrier Laminate - "Thermsulate 3500"	United Kingdom	0 476 058		6/12/02	3/13/02	Granted
Heat Barrier Laminate "Thermsulate 2500/3500"	PCT	WO 90/14944		5/30/90	12/13/90	Published
Heat Barrier Laminate - "Thermsulate 3500"	Australia	640936	58,544/90	5/30/90	5/30/90	Granted
Heat Barrier Laminate - "Thermsulate 3500"	Canada	2057016	2057016	5/30/90	2/27/01	Granted
Heat Barrier Laminate - "Thermsulate 3500"	Japan	2877510	Applic. #509,297/90	5/30/90	1/22/99	Granted
Heat Barrier Laminate - "Thermsulate 3500"	Korea	191983	91-701718	11/29/91	1/27/99	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers	United States	5408071	08/063,577	5/19/93	4/18/95	Issued
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers	Mexico	182984	93-3475	6/10/93	10/16/96	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil	PCT	WO 93/26135		6/8/93	12/23/93	Published

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
Layers						
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers "; Natl Phase of PCT Application	Australia	664108	44034/93	6/8/93	2/20/96	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers; Natl Phase of PCT Application	Brazil	PI 9306521-3	PI9306521-3	12/9/94	3/21/00	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers; Natl Phase of PCT Application	Canada	2137787	2137787	6/8/93	11/27/01	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers Natl Phase of PCT Application	Czech Republic	282 977	PV 3096-94	6/8/93	11/12/97	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers; Natl Phase of PCT Application	Hungary	220 722	P94 03537	6/8/93	1/8/03	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers; Natl Phase of PCT Application	Japan	3372545	501,561/1994	6/8/93	11/22/02	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers; Natl Phase of PCT Application	Korea	275589	94-704518	6/8/93	9/22/99	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers; Natl Phase of PCT Application	Russian Federation	2121244	94046226	6/8/93	10/27/98	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers; Natl Phase of PCT Application	Slovak Republic	283 171	PV 1521-94	6/8/93	3/4/03	Granted
Electric Heat with Heat Distributing Means Comprising Stacked Foil Layers "	EPO	0 645 071	93 91 4331.9	6/8/93	11/14/01	Published
Heat Distribution Device	France			11/14/01		Awaiting Confirmation
Heat Distribution Device	Germany		693 31 143.6	2/14/02		Awaiting Confirmation
Heat Distribution Device	Ireland		7645071	2/14/02		Awaiting Confirmation
Heat Distribution Device	Italy		495	8/29/02		Awaiting Confirmation
Heat Distribution Device	Netherlands	0 645 071	0 645 071	2/8/02	2/8/02	Granted
Heat Distribution Device	Portugal		93914331.9	2/14/02		Awaiting Confirmation
Heat Distribution Device	Spain		645071	2/13/02		Awaiting Confirmation
Heat Distribution Device	Switzerland		EPO 0 645 071	2/14/02		Awaiting Confirmation
Heat Distribution Device	United Kingdom		93914221.9	2/14/02		Awaiting Confirmation
Multicompartment Structure for Insulation and Other Materials	United States		10/044,895	1/9/02		Filed

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
Multi-Compartment Structure for Insulation and Other Materials	PCT	WO 01/18773		5/14/01	11/22/01	Published
Multi-Compartment Structure for Insulation and Other Materials	Australia		2001263109	5/14/01		Filed
Multi-Compartment Structure for Insulation and Other Materials	Brazil		PI0110777-1	5/14/01		Filed
Multi-Compartment Structure for Insulation and Other Materials	Canada		2408831	5/14/01		Filed
Multi-Compartment Structure for Insulation and Other Materials	China		01809387.6	5/14/01		Filed
Multi-Compartment Structure for Insulation and Other Materials	EPO		01 93 7364.6	5/14/01		Filed
Multi-Compartment Structure for Insulation and Other Materials	Japan		584,139/2001	11/6/02		Filed
Multi-Compartment Structure for Insulation and Other Materials	Korea		10-2002-7015143	11/12/02		Filed
Multi-Compartment Structure for Insulation and Other Materials	Mexico		PA/a/2002/011095	11/11/02		Filed
Outdoor Cooking Device	United States	5406930	08/103,770	8/10/93	4/18/95	Issued
Outdoor Cooking Device	PCT	WO 95/04901		8/10/94		Published
Outdoor Cooking Device	Australia	678595	75229/94	8/10/94	9/25/97	Granted
Outdoor Cooking Device	Brazil	PI 9407235-3	PI94072353	8/10/94	7/27/99	Granted
Outdoor Cooking Device	Canada	2169265	2169265	8/10/94	4/24/01	Granted
Outdoor Cooking Device	EPO	0712478	94925227.4	8/10/94	1/28/98	Published
Outdoor Cooking Device	France		09/004,601	8/10/93		Awaiting Confirmation
Outdoor Cooking Device	Germany	0712478	0 712 478	8/10/93	12/15/97	Granted
Outdoor Cooking Device	Ireland	0712478	E78714	8/10/93	1/28/98	Granted
Outdoor Cooking Device	Italy		21726BE/98	8/10/93		Awaiting Confirmation
Outdoor Cooking Device	Portugal		712478 V PTE	8/10/93		Awaiting Confirmation
Outdoor Cooking Device	Spain		ES2115272T3	8/10/93		Awaiting Confirmation
Outdoor Cooking Device	Sweden		94925227.4	8/10/93		Awaiting Confirmation
Outdoor Cooking Device	United Kingdom		EP 0 712 478	8/10/93		Awaiting Confirmation
Pad incl. Heat Sink & Thermal Insulation Areas-T5000	United States	5011743	07/468,425	1/22/90	4/30/91	Issued
Pad incl. Heat Sink & Thermal Insul Areas & Laminate having Shapability -T5000	United States	5800905	08/530,094	9/19/95	9/1/98	Issued
Pad incl. Heat Sink & Thermal Insulation Areas-T5000	United States	5111577	07/638,460	1/8/91	5/12/92	Issued
Pad incl. Heat Sink & Thermal Insul Areas & Laminate having Shapability -T5000	China	91101153.6	91101153.6	1/22/91	11/6/99	Granted
Pad Inc. Heat Sink & Thermal Insul Areas & Laminate Having Shapability-T5000	China	7399	95119775.4	1/10/96	10/10/01	Granted

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
Pad incl. Heat Sink & Thermal Insul Areas & Laminate having Shapability -T5000	Czech Republic	289 066	PV 135-91	1/22/91		Granted
Pad Including Heat Sink and Thermal Insulation Area and Laminate Having Shapability	Czech Republic	292058	PV 1500-92	1/22/91	5/27/03	Granted
Pad incl. Heat Sink & Thermal Insul Areas & Laminate having Shapability -T5000	Mexico	178350	24205	1/21/91	6/16/95	Granted
Pad Incl. Heat Sink & Thermal Insul Areas & Laminate Having Shapability-T5000	Slovak Republic	279 159	PV-135-91	1/22/91	4/21/98	Granted
Pad Including Heat Sink and Thermal Insulation Areas	Slovak Republic	281 150	PV 1500-92	1/22/91	11/4/00	Granted
Pad incl. Heat Sink & Thermal Insul Areas & Laminate having Shapability -T5000	PCT	WO 91/10560		1/22/91	7/25/91	Published
Pad Incl. Heat Sink & Thermal Insul Areas & Laminate Having Shapability-T5000	Australia	645053	71446/91	1/22/91	1/22/91	Granted
Pad Incl. Heat Sink & Thermal Insul Areas & Laminate Having Shapability-T5000	Brazil	PI 9105946-1	PI 9105946	1/22/91	4/29/97	Granted
Pad Incl. Heat Sink & Thermal Insul Areas & Laminate Having Shapability-T5000	Canada	2074251	2074251	1/22/91	4/17/01	Granted
Laminate Having Shapability (Division of 2004-042)	Canada		2,339,557	1/22/91		Filed
Pad Incl. Heat Sink & Thermal Insul Areas & Laminate Having Shapability-T5000	Hungary		P 92 02384	2/21/92		Filed
Pad Incl. Heat Sink & Thermal Insul Areas & Laminate Having Shapability-T5000	Japan	3131443	03-503,410/91	7/22/92	11/17/00	Granted
Pad incl. Heat Sink & Thermal Insul Areas & Laminate Having Shapability-T5000	Korea	191984	92-701732	7/22/92	1/27/99	Granted
Pad Incl. Heat Sink & Thermal Insul Areas & Laminate Having Shapability-T5000	Poland	169 795	P-295,866	7/22/92	11/11/96	Granted
Pad Incl. Heat Sink & Thermal Insul Areas & Laminate Having Shapability-T5000	Russian Federation	2120857	5052498.33	1/22/91	10/27/98	Granted
Portable Gas Grill	United States	6276356	09/350,798	7/9/98	8/21/01	Issued
Portable Gas Grill	EPO		99 93 3878.3	1/9/01		Filed
Portable Gas Grill	PCT	WO 00/002474		7/9/99	1/20/00	Published
Portable Gas Grill	Brazil		PI9911953-6	3/9/01		Filed
Portable Gas Grill	Australia	761650	49837/99	7/9/99	9/18/03	Granted
Portable Gas Grill	China	ZL99810317.9	99810317.9	7/9/99	7/2/03	Granted
Portable Gas Grill	Germany		199 83 669.8	4/19/01		Filed
Portable Gas Grill	Korea		10-2001-7000541	1/9/01		Filed
Portable Gas Grill	Mexico		000276	1/9/01		Filed

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
Pressure Sensitive Adhesive Laminates	United States	6036997	08/505,904	7/24/95	3/14/00	Issued
Pressure Sensitive Adhesive Laminates	Canada	2058766	2058766	5/8/90	11/20/01	Granted
Pressure Sensitive Adhesive Laminates	Mexico	174519	20617	5/8/90	5/23/94	Granted
Pressure Sensitive Adhesive Laminates	PCT	WO 90/13416		5/8/90	11/15/90	Published
Pressure Sensitive Adhesive Laminates	Japan	508,196/90	508,196/90	11/7/91	4/6/99	Granted
Pressure Sensitive Adhesive Laminates	Korea	186862	91-701554	11/8/91	12/30/98	Granted
Pressure Sensitive Adhesive Laminates	United States	5503927	08/208,405	3/10/94	4/2/96	Issued
Pressure Sensitive Adhesive Laminates	EPO	EP0474735B1	90 90 8883.3	5/8/90	8/6/97	Published
Pressure Sensitive Adhesive Laminate	France	EP 0 474 735	0 474 735	5/8/90	8/6/97	Granted
Pressure Sensitive Adhesive Laminate	Germany	EP 0 474 735		5/8/90	8/6/97	Granted
Pressure Sensitive Adhesive Laminate	Italy	0 474 735	0 474 735	5/8/90	8/6/97	Granted
Shaped Multilayer Metal Foil Shield Structures and Method of Making	United States	5958603	08/871,275	6/9/97	9/28/99	Issued
Shaped Multilayer Metal Sheet Comp. Structures and Method of Making	France		98 07217	6/9/98		Filed
Shaped Multilayer Metal Sheet Comp. Structures and Method of Making - Utility	Germany	298 10 330.3	298 10 330.3	6/9/98	9/24/98	Granted
Shaped Multilayer Metal Sheet Comp. Structures and Method of Making	Ireland	83012	980432	6/9/98	8/7/03	Granted
Shaped Multilayer Metal Sheet Comp. Structures and Method of Making	Italy	1301937	MI98A001308	6/9/98	7/20/00	Granted
Shaped Multilayer Metal Sheet Comp. Structures and Method of Making	South Africa	98/4928	98/4928	6/8/98	4/28/99	Granted
Shaped Multilayer Metal Sheet Comp. Structures and Method of Making	Switzerland		1262/98	6/9/98		Filed
Shaped Multilayer Metal Sheet Comp. Structures and Method of Making	United Kingdom	2326118	9812321.9	6/8/98	5/9/01	Granted
Shaped Multilayer Metal Foil Structures	PCT	WO 98/56573		6/5/98	12/17/98	Published
Shaped Multilayer Metal Foil Shield Structures and Method of Making	Australia	724423	79533/98	6/5/98	9/21/00	Granted
Shaped Multilayer Metal Foil Shield Structures and Method of Making	Brazil		PI9809999.0	12/9/99		Filed

Title	Country	Patent #	Serial #	File Date	Issue Date	Status
Shaped Multilayer Metal Foil Shield Structures and Method of Making	Canada		2297463	12/9/99		Filed
Shaped Multilayer Metal Foil Structures	China	ZL 98807196.7	98807196.7	12/9/99	11/26/03	Granted
Shaped Multilayer Metal Foil Structures	Japan		502,760/1999	12/8/99		Filed
Shaped Multilayer Metal Foil Shield Structures and Method of Making	Mexico		9911565	12/9/99		Filed
Shaped Multilayer Metal Foil Shield Structures and Method of Making	Portugal	9856573	9856573	12/9/99	12/26/02	Granted
Shaped Multilayer Metal Foil Shield Structures and Method of Making (Utility)	United States	6276044	09/092,631	6/5/98	8/21/01	Issued
Shaped Multilayer Metal Foil Shield Structure and Method of Making	United States	6451447	09/710,100	11/10/00	9/17/02	Issued
Shaped Multilayer Metal Foil Shield Structure and Method of Making	United States		10/194,988	7/11/02		Filed

Schedule B To Security Agreement

LICENSES

Copyrights

None

Trademarks and Patents

Licensee	Date	Patents, Trademark and Applications Licensed	Terms	Royalty Rate	Duration
Diver Metal Products Pty Ltd. d/b/a Diver Consolidated Industries	01/02/99	Australian Patent No. 640936	Exclusive in Australia and New Zealand No right to sublicense.	4%	Expiration of Patent.
Rieter Automotive Heatshields AG	03/30/01	Thermsulate® 5000 related patents and know-how	Nonexclusive in Europe. No right to sublicense.	5.63%	March 30, 2006 with extensions available.
Sevex G. Stichter & Co.	05/29/91 Amended 12/18/92 and 04/29/02	1 934 174 2 180 373 US 07/486,425 US 07/542,131	Automotive: Exclusive in Germany. Nonexclusive worldwide other than Germany but only through Volkswagen AG. Non-Automotive: Germany only. Right to sublicense.	2.75%	Expiration of last commercial right licensed.

Schedule C To Security Agreement

PENDING LITIGATION

None



Schedule D To Security Agreement

UCC Filing Jurisdictions

Georgia

Other Filings

1. U.S. Copyright Office

A. The Grantor has executed in blank and delivered to the Secured Party an assignment of Copyright Licenses and Copyrights set forth in Schedules A and B hereto. The assignment is in the form of Schedule E hereto. The Grantor hereby authorizes the Secured Party to complete and record with the U.S. Copyright Office each assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

B. The Grantor hereby authorizes the Secured Party to file a copy of this Security Agreement with the U.S. Copyright Office for each Copyright License and Copyright set forth in Schedules A and B hereto.

2. U.S. Patent and Trademark Office

A. **Patents.** The Grantor has executed conditional assignments (in the form of Schedule E hereto) for each Patent License and Patent set forth in Schedule A and B hereto. The Grantor hereby authorizes the Secured Party to file the conditional assignments with the U.S. Patent and Trademark Office (or the appropriate foreign patent office).

B. **Trademarks**

1. The Grantor has executed in blank and delivered to the Secured Party an assignment of Trademark Licenses and Trademarks set forth in Schedules A and B hereto. The assignment is in the form of Schedule E hereto. The Grantor hereby authorizes the Secured Party to complete and record with the U.S. Patent and Trademark (or the appropriate foreign or state office) each assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

2. The Grantor hereby authorizes the Secured Party to file a copy of this Security Agreement with the U.S. Patent and Trademark Office for each Trademark License and Trademark now or hereafter set forth in Schedules A and B hereto.



3. Foreign Filings

The Grantor shall promptly and duly execute, deliver and/or file any and all documents and instruments with any foreign recording office with respect to the Collateral and take such further action as Secured Party may reasonably deem necessary or desirable to perfect its security interest in the Collateral in any foreign jurisdiction, including, without limitation, any foreign patent, trademark and/or copyright office.

A handwritten signature in black ink, appearing to be 'M. J. Smith', located in the bottom right corner of the page.

Schedule E To Security Agreement

Form Assignment Documents

1. FORM OF COPYRIGHT ASSIGNMENT

COPYRIGHT ASSIGNMENT

This Assignment Agreement (this "Assignment") is made this ___ day of _____, 200__, by and between [NAME], a [TYPE OF ENTITY] ("Assignor") and [NAME], a [TYPE OF ENTITY] ("Assignee") for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged.

Assignor hereby assigns, grants and delivers (and hereby further agrees to assign, grant and deliver) exclusively unto Assignee all rights, titles and interests of every kind and nature whatsoever in and to the [DESCRIBE COPYRIGHTED MATERIAL], Copyright Registration Nos. _____, copies of which are attached hereto as Annex 1 and incorporated herein by reference, and all copies, versions, and derivatives thereof, (collectively, the "Works"), including all copyrights therein and thereto, all licenses to or for the Works, all renewals thereof, and all copyright registrations therefor. The rights assigned include, but are not limited to, all rights to secure copyright registration, renewals and extensions for those copyrights in the United States and every other country of the world, as well as all rights of publication, right to license, rights to create derivative works and all other rights which are incident to copyright ownership, together with all claims for damages and other remedies by reason of past infringement of any of the foregoing intellectual property rights, with the right to sue for, and collect, the same for Assignee's own use and benefit. Assignor hereby waives and transfers to Assignee any and all moral rights that Assignor may have under the law of any jurisdiction to the maximum extent permissible under law, and acknowledges that Assignee shall have the right to add to, subtract from, rearrange, edit and/or change the Works.

Assignor further agrees to execute and deliver to Assignee, its successors and assigns, such other and further instruments and documents as Assignee reasonably may request for the purpose of establishing, evidencing and enforcing or defending its complete, exclusive, perpetual and worldwide ownership of all rights, titles and interests of every kind and nature whatsoever, including all copyrights, in and to any Work, and Assignor hereby constitutes and appoints Assignee as its agent and attorney-in-fact, with full power of substitution, to execute and deliver such documents or instruments as Assignor may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

Should there be any conflict between any provision of this Assignment and any present or future law (statutory or common law), contrary to which the parties have no legal or enforceable right to contract, the latter shall prevail, but in such event the provision of this Assignment affected shall be curtailed and limited only to the extent necessary to bring it within legal and enforceable requirements, and the other provisions of this Assignment shall not be affected but shall remain in full force and effect.



Agreed to and accepted this ___ day of _____ 200__.

[ASSIGNOR]:

[ASSIGNEE]:

By: _____

By: _____

Name:

Name:

Title:

Title:

Annex 1

[PHOTO OR COPY OF THE WORK PLUS REGISTRATION INFO]



2. FORM OF CONDITIONAL ASSIGNMENT OF PATENTS

CONDITIONAL ASSIGNMENT OF PATENTS

THIS CONDITIONAL ASSIGNMENT is made this ____ day of _____, 200__, by and between IPIFS GUARANTEE CORP., a Delaware corporation having its principal offices at 2221 Edge Lake Drive, Suite 100, Charlotte, North Carolina 28217 ("Assignee"), and _____, a _____ corporation having its principal offices at _____ ("Assignor").

WITNESSETH:

WHEREAS, Assignor is the sole owner of all right, title and interest in and to or the licensee of the patents, patent applications and inventions identified on attached Annex 1, which is incorporated by reference, and all corresponding patents and patent applications in all jurisdictions worldwide, and divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, any patent issuing thereon, and all licenses to or for such patents (collectively, the "Patents");

WHEREAS, simultaneously with the execution of this Conditional Assignment Assignor received a loan from _____ ("Lender") pursuant to a Credit Agreement between the Assignor and the Lender effective the ____ day of _____ 200__ (the "Loan");

WHEREAS, the Loan is conditioned on, *inter alia*, Assignee guaranteeing the repayment of the Loan;

WHEREAS, as a material inducement to Assignee guaranteeing the Loan, Grantor has simultaneously executed a Guarantee Reimbursement Agreement dated _____, by and between the Assignor and Assignee (the "Guarantee Reimbursement Agreement") and a Security Agreement dated _____, by and between the Assignor and Assignee (the "Security Agreement") granting a lien in and a conditional assignment of the Patents;

WHEREAS, pursuant to the Guarantee Reimbursement Agreement, the Security Agreement and 37 C.F.R. § 3.56, Assignor desires to assign to Assignee, upon an Event of Default (as defined in the Guarantee Reimbursement Agreement) the entire right, title and interest in and to the Patents and Assignee wishes to obtain, upon an Event of Default, the entire right, title and interest in and to the Patents;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor, pursuant to 37 C.F.R. §3.56, conditionally assigns all right, title and interest in and to the Patents, including all rights to sue and recover for the past infringement thereof, and any and all causes of action related thereto, to Assignee, provided that such assignment is conditioned upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default, all right, title and interest in and to the Patents along with any and all rights of enforcement with respect to the Patents, including all rights to sue and recover for the past

infringement thereof, and any and all causes of action related thereto shall be, and are hereby, immediately and irrevocably assigned, transferred, set over and conveyed to Assignee.

2. Assignor also agrees at any time to execute and to deliver upon request of Assignee such additional documents as the Assignee may deem necessary or desirable to secure patent protection throughout the world, and otherwise to do whatever necessary to give the full effect to and perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of such other documents evidencing this Assignment as the Assignee may deem necessary or desirable.

3. The parties acknowledge and agree that this assignment is conditional upon the occurrence of an Event of Default and that presently, and until the occurrence of an Event of Default, there has been no assignment of the Patents. Therefore, until an Event of Default has occurred, the Assignor enjoys all of the substantive rights of patent ownership, including, without limitation, the right to sue for infringement, the right to prosecute any pending related applications and the duty to pay all maintenance fees for the Patents.

4. In the event Assignee was, is or becomes a party to or other participant in, or is threatened to be made a party to or other participant in, a threatened, pending or completed action, claim, suit or proceeding by reason of (or arising or allegedly arising in any manner out of or relating to in whole or in part) this Conditional Assignment, the Guarantee Reimbursement Agreement and/or the Security Agreement, Assignor to the fullest extent permitted by applicable law shall indemnify and hold harmless the Assignee from and against any and all losses, damages, judgments, awards, fines, penalties, amounts paid or payable in settlement, deficiencies and expenses (including, without limitation, all reasonable attorney's fees, costs, witness fees and expenses, interest, assessments, and other charges) suffered, incurred or sustained by the Assignee or to which the Assignee becomes subject, resulting from, arising out of or relating to such action, claim, suit or proceeding (it being understood that any such losses, damages, judgments, awards, fines, penalties, amounts, deficiencies and expenses shall be paid or reimbursed (as applicable) by Assignor as soon as practicable but in any event no later than 15 days after written request is made to Assignor accompanied by supporting documentation). The Assignee shall give Assignor written notice of any action, claim, suit or proceeding (accompanied by such reasonable supporting documentation as may be in the Assignee's possession) as soon as practicable after the Assignee becomes aware thereof; provided that the failure of the Assignee to give such notice shall not relieve Assignor of its indemnification obligations under this Conditional Assignment.

5. Upon the occurrence of an Event of Default all of the foregoing Patents shall be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this conditional transfer to Assignee had not been made. This Assignment is not intended to limit Assignor's obligation pursuant to §§ 2, 4.3, 5.5 and 5.6 of the Security Agreement to assign patents and patent applications that have not been included in Schedule 1.

IN WITNESS WHEREOF, Assignor has caused this instrument of Conditional Assignment to be executed and its corporate seal to be hereunto affixed.



Agreed to accepted this ___ day of _____ 200__.

[ASSIGNOR]:

IPIFS GUARANTEE CORP.:

By: _____
Name:
Title:

By: _____
Name:
Title:

ANNEX 1

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
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<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
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3. FORM OF TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

WHEREAS, [NAME], a [STATE] corporation; having its principal place of business at _____ ("Assignor") has used the trademarks, _____, Registration Nos. _____, registered in the United States Patent and Trademark Office as set forth on the attached Annex 1, which is incorporated herein by reference (collectively, the "Marks"); and

WHEREAS, [NAME], a [TYPE OF ENTITY], having its principal place of business at _____ ("Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Marks and the registrations thereof, together with the goodwill of the business in connection with which any of the Marks is used and which is symbolized by such Mark, along with the right to pursue claims and recover damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver (and agrees further to assign, transfer, convey and deliver) unto Assignee all right, title and interest in and to each Mark, including the registration therefor and any common law rights therein, in the United States and throughout the world, and any and all similar designations thereto, together with the goodwill of the business in connection with which such Mark is used and which is symbolized by such Mark, along with any and all licenses to or for such Mark and the right to pursue claims and recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may require in order to vest all of Assignor's right, title, and interest in and to each Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Agreed to and accepted this ____ day of _____ 200__.

[ASSIGNOR]:

[ASSIGNEE]:

By: _____
Name:
Title:

By: _____
Name:
Title:



ANNEX 1

Registrant:

Mark:

Reg. No.:

Classes:

Reg. Date:

