

3/10/04



Tab settings

To the Honorable Commissioner of

102688745

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Xaloy Incorporated

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other Trademark Collateral Agreement, Merger, Change of Name

Execution Date: March 5, 2004

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Illinois banking corporation

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

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

A. Trademark Application No.(s)

See Schedule A attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached? Yes No

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

Name:

Internal Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700

Street Address:

City: State: ZIP:

03/11/2004 6TON11 00000012 335877

01 FC:8521 40.00 DP 02 FC:8522 450.00 DP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41).....\$ 490.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

RECEIVED SIGNATURE MARCH 10 2004

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth Sklarz

Name of Person Signing

Signature

3/8/04

Date

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

5

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

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.
XALOY (stylized)	335,877
XALOY (stylized)	863,812
X-102	2,041,802
X-306	2,041,803
X-309	2,041,798
X-800	2,041,801
X-830	1,441,782
XALOY 309 (stylized)	1,424,589
XALOY 102 (stylized)	1,622,081
XALOY 800 (stylized)	2,105,003
BM-58	2,041,800
BM-32	2,041,799
X-PSI	1,405,494

PENDING FEDERAL TRADEMARK APPLICATIONS

MARKS	SERIAL NO.
MELT OPTIMIZER	78/269,641
EASY MELT	78/269,551
MELT KING	78/269,550
SUPER MELT	78/269,549
SHOT MAXIMIZER	78/269,547
ICU	78/269,003

TRADEMARK COLLATERAL AGREEMENT

This 5th day of March, 2004, XALOY INCORPORATED, a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 1399 Countyline Road, New Castle, Pennsylvania 16107, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns (“*Secured Party*”), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, certain other parties and Secured Party (as the same may be amended, modified or restated from time to time the “*Security Agreement*”).

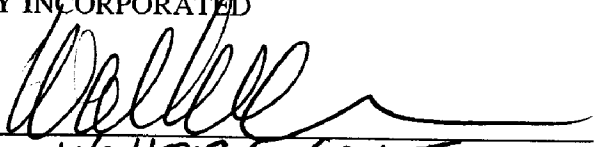
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

XALOY INCORPORATED

By



Name WALTER G. COX, JR.

Title Chief Executive Officer

HARRIS TRUST AND SAVINGS BANK

By _____

Name _____

Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

XALOY INCORPORATED

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK

By Thomas G. Kane
Name Thomas G. Kane
Title Vice President