

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMPARKS MECHANICAL, INC.		11/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	214 N. TRYON STREET, 26TH FLOOR		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2591421	PARKS MECHANICAL CONSTRUCTION CORPORATIO	
Serial Number:	86104941	AMPAM PARKS MECHANICAL	
Serial Number:	86104924	AMPAM	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	026447-0275		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/KJA/		

OP \$90.00 2591421

Date:

11/04/2013

Total Attachments: 13

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Security Agreement**”) dated as of November 1, 2013, is made by and among **AMPAM PARKS MECHANICAL, INC.**, a Delaware corporation (“**Borrower**”) and **NEW PACIFIC MATERIALS LLC**, a California limited liability company (“**New Pacific**” and together with Borrower, the “**Loan Parties**”) in favor of **U.S. BANK NATIONAL ASSOCIATION**, as collateral agent (together with its successors and assigns in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Loan Parties, the Collateral Agent, U.S. Bank National Association, as disbursing agent (together with its successors and assigns in such capacity, the “**Disbursing Agent**”) and the entities party from time to time thereto as lenders (the “**Lenders**”; the Lenders, the Collateral Agent and the Disbursing Agent are referred to herein as the “**Secured Parties**”) are parties to a certain Second Lien Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides (i) for Lenders to make certain loans to Borrower, and (ii) for the grant by each Loan Party to Collateral Agent of a security interest in such Loan Party’s assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, copyrights, service marks, service mark applications, goodwill and licenses, and all proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party (intending to be legally bound hereby) agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
2. Security Interest in Intellectual Property. To secure the prompt and complete satisfaction and payment and performance when due of all “Liabilities,” as defined in the Loan Agreement (the “**Secured Obligations**”), each Loan Party hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first priority perfected security interest, with power of sale, upon the occurrence and during the continuance of an Event of Default, all of such Loan Party’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired intellectual property (collectively, the “**Intellectual Property**”):
 - (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a “**Patent**” and, collectively, as the “**Patents**”); and
 - (ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without

limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a “**Trademark**” and, collectively, as the “**Trademarks**”); and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between or among such Loan Party and any other party, whether such Loan Party is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and such Loan Party’s rights thereunder are referred to collectively as the “**Licenses**”); and

(iv) the goodwill of such Loan Party’s business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by such Loan Party, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the “**Trade Secrets**”).

3. Representations and Warranties. Each Loan Party hereby represents and warrants to Collateral Agent, for the benefit of the Secured Parties, which representations and warranties shall survive the execution and delivery of this Security Agreement, that:

(i) None of the Intellectual Property material to such Loan Party’s business has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property material to such Loan Party’s business is valid and enforceable, and such Loan Party has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Such Loan Party is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property material to such Loan Party's business, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by such Loan Party not to sue third persons (other than those in favor of the First Lien Lender under the First Lien Loan Documents);

(iv) Such Loan Party has adopted, used and is currently using all of the Trademarks, and such Loan Party's use thereof does not infringe the intellectual property rights of any person or entity;

(v) Such Loan Party has no notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) Such Loan Party has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer or manager, as applicable, of such Loan Party, and this Security Agreement is a legally enforceable obligation of such Loan Party;

(vii) No trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks; and

(viii) The Licenses, complete copies of which have been provided to the Lenders, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses that would reasonably be expected to have a Material Adverse Effect.

4. Restrictions on Future Agreements. Each Loan Party agrees that until all Liabilities shall have been Satisfied, except as otherwise permitted under the Loan Agreement, such Loan Party shall not, without the prior written consent of Collateral Agent, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, and such Loan Party further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Collateral Agent, for the benefit of the Secured Parties, under this Security Agreement. As used herein, "**Satisfied**" means, with respect to the Liabilities, payment in full thereof in cash (or otherwise to the written satisfaction of the Lenders) and the irrevocable termination of the commitments of the Lenders to lend or arrange for other financial accommodations under the Financing Agreements. The term "**Satisfaction**" shall have a correlative meaning.

5. New Intellectual Property. Each Loan Party hereby represents and warrants to Collateral Agent, for the benefit of the Secured Parties, that the Intellectual Property listed on Exhibits A, B, C, and D, respectively, constitute all of the Intellectual Property now owned by the Loan Parties. If, before all Liabilities shall have been Satisfied, any Loan Party shall (i) become aware of any existing Intellectual Property of which the Loan Parties have not previously informed Collateral Agent, (ii) obtain rights to any new patentable inventions or other Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and each Loan Party shall give to Collateral Agent prompt written notice thereof. Each Loan Party hereby authorizes Collateral Agent to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the United States Patent and

Trademark Office and United States Copyright Office. Each Loan Party agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Collateral Agent's, for the benefit of the Secured Parties, interest in all Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject hereto, and (ii) the Satisfaction of the Liabilities. Each Loan Party agrees that upon the occurrence and during the continuance of an Event of Default, the use by Collateral Agent or any other Secured Party of all Intellectual Property shall be worldwide and as extensive as the rights of either Loan Party to use such Intellectual Property, and without any liability for royalties or other related charges from Collateral Agent or such other Secured Party to any Loan Party. Upon the occurrence and during the continuance of any Event of Default, each Loan Party hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Collateral Agent as assignee of such Loan Party's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Collateral Agent as assignee of such Loan Party's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Collateral Agent as assignee of such Loan Party's entire interest therein and in the goodwill of such Loan Party's business connected therewith and symbolized thereby.

7. Grant of License to Loan Parties. Collateral Agent hereby grants back to each Loan Party the exclusive (subject to Collateral Agent's and First Lien Lender's security interests and liens therein) right and license to use the Trademarks in the ordinary course of its business, to exercise Collateral Agent's rights under the Licenses, and to make, have made, use, commercially exploit and sell the inventions disclosed and claimed in the Patents for such Loan Party's own benefit and account and for no other person or entity. Each Loan Party shall use the Trademarks only on goods of at least as high quality as the goods on which such Loan Party or its predecessor used the goods prior to the date hereof. Each Loan Party agrees not to sell or assign its interest in, or grant any exclusive sublicense under, the license granted to such Loan Party in this Section 7, without the prior written consent of Collateral Agent. After the occurrence and during the continuance of an Event of Default, each Loan Party's license with respect to the Intellectual Property set forth in this Section 7 may be terminated by Collateral Agent upon notice delivered to such Loan Party by Collateral Agent.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon Satisfaction of the Liabilities, Collateral Agent shall execute and deliver to Borrower (at Borrower's sole cost and expense) all deeds, assignments and other instruments, and shall take such other actions, that are reasonably requested by the Loan Parties and are reasonably necessary or proper to re-vest in the Loan Parties full title to the Intellectual Property, subject to any disposition thereof which may have been made by Collateral Agent pursuant to this Security Agreement or the Loan Agreement.

9. Duties of Loan Parties. Each Loan Party shall have the duty to the extent commercially reasonable and in such Loan Party's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Liabilities shall have been Satisfied, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and

renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of such Loan Party in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with any Loan Party's obligations under this Section 9 shall be borne by Borrower and New Pacific on a joint and several basis. No Loan Party shall knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Collateral Agent.

10. Collateral Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Collateral Agent shall commence any such suit, each Loan Party shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Collateral Agent in aid of such enforcement and each Loan Party shall promptly, upon demand, on a joint and several basis, reimburse and indemnify Collateral Agent for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Collateral Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between any Loan Party and Collateral Agent or any other Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent or any other Secured Party, any right, power or privilege hereunder or under the Loan Agreement or any other Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Collateral Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Loan Party hereby authorizes Collateral Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Collateral Agent as Collateral Agent may select, in its sole discretion, as such Loan Party's true and lawful attorney-in-fact, with power to (i) endorse such Loan Party's name on all applications, documents, papers and instruments necessary or desirable for Collateral Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Collateral Agent deems to be in the best interest of the Secured Parties, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Each Loan Party hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Liabilities shall have been Satisfied. Each Loan Party acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent and the other Secured

Parties under the Loan Agreement or any other Financing Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon each Loan Party and its respective successors and assigns, and shall inure to the benefit of Collateral Agent, its successors, nominees and assigns; provided, however, no Loan Party shall assign this Security Agreement or any of such Loan Party's obligations hereunder without the prior written consent of the Lenders.

16. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles that require the application of laws of another jurisdiction.

17. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. Any fax or other electronically transmitted signature shall be deemed to be as legally enforceable and effective as a signed original.

18. Further Assurances. Each Loan Party agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Collateral Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Each Loan Party acknowledges that a copy of this Security Agreement will be filed by the Collateral Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office, at the sole cost and expense of such Loan Party.

19. Survival of Representations. All representations and warranties of the Loan Parties contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

20. Foreign Patents, Copyrights and Trademarks. Upon the request of Collateral Agent at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Borrower and New Pacific, on a joint and several basis, each Loan Party shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Collateral Agent to collaterally assign any and all of such Loan Party's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Collateral Agent, for the benefit of the Secured Parties. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

21. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE CITY OF NEW YORK, STATE OF NEW YORK, THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF COLLATERAL AGENT, IN ANY OTHER COURT IN WHICH COLLATERAL AGENT SHALL

INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO COLLATERAL AGENT, EACH LOAN PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH COLLATERAL AGENT ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. EACH LOAN PARTY HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

22. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Security Agreement, the terms of the Intercreditor Agreement shall govern and control. Any reference in this Security Agreement to a “first-priority” lien or words of similar effect in describing the security interests created hereunder shall be understood to refer to such priority subject to the claims of First Lien Lender.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower and New Pacific have duly executed this Intellectual Property Security Agreement in favor of Collateral Agent, as of the date first written above.

AMPAM PARKS MECHANICAL, INC.

By: _____

Name: James C. Wright III

Its: Vice President / Chief Financial Officer

NEW PACIFIC MATERIALS LLC

By: _____

Name: James C. Wright III

Its: Chief Financial Officer

Agreed and Accepted as of this
1 day of NOV, 2013

**U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent
and not in its individual capacity**

By: _____

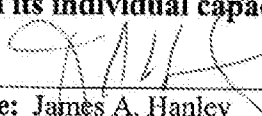

Name: James A. Hanley
Title: Vice President

EXHIBIT A

PATENTS

None.

EXHIBIT B

TRADEMARKS

AMPAM Parks Mechanical, Inc. Trademarks:

Registration No. 2,591,421 for the mark "Parks Mechanical Construction Corporation" as filed with the United States Patent and Trademark Office registered on July 9, 2002.

Application No. 86/104941 for the mark "AMPAM Parks Mechanical" as filed with the United States Patent and Trademark Office, Serial No. 86104924.

New Pacific Materials LLC Trademarks:

None.

EXHIBIT C
LICENSE AGREEMENTS

None.

EXHIBIT D
COPYRIGHTS

None.