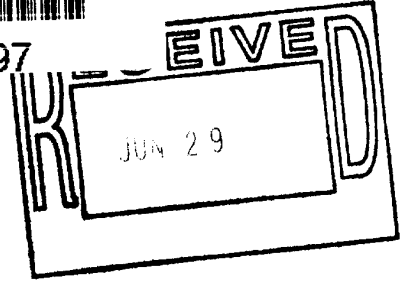


07-08-1998



100756697



6.28.98

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

"Express Mail" mailing label number: E731210910005

Date of Deposit: 6/26/98

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

J. Montgomery
(Typed or printed name of person mailing paper or fee)

J. Montgomery
(Signature of person mailing paper or fee)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Assignment Cover Sheet

TO: The Commissioner of Patents
and Trademarks
Washington, D.C. 20231
ATTN: Assignment Branch

Please find enclosed for recording a Patent and Trademark Security Agreement (the "Security Agreement") identified as follows:

- Conveying Party:** ("Assignor") Amtech, Inc., a Mississippi corporation having an address of 4601F Pinecrest Office Park, Alexandria, Virginia 22312.
- Receiving Party:** ("Assignee") Hancock Bank, having an address of One Hancock Plaza, Gulfport, Mississippi 39501.
- The Security Agreement conveys a security interest in and to the marks and registrations therefor, identified therein and herein.
- The Security Agreement should be recorded against the following trademark registration:

Trademark
AMTECH (Stylized)

U.S. Registration No.
1,837,373

M JDM 389673.1
100000-C6251 06/26/98

07/02/1998 JSHRBAZZ 00000065 1837373

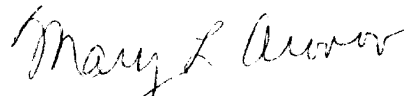
01 FC:481

40.00 DP

TRADEMARK
REEL: 1748 FRAME: 0683

5. Correspondence concerning this request should be sent to: Mary L. Aronov, Esq., Baker, Donelson, Bearman & Caldwell, 20th Floor, First Tennessee Building, Memphis, Tennessee 38103
6. This request concerns one (1) trademark registration, and a total fee of \$40.00 is submitted herewith. The Commissioner is hereby authorized to charge any additional payment, or credit any refund that may be due to Deposit Account No. 08-1629.
7. The Assignee is domiciled in the United States.
8. The enclosed Security Agreement is dated June 17, 1998.
9. To the best knowledge and belief of the undersigned, the information contained on this cover sheet is True and Correct and any copy submitted is a true copy of the original document.

Respectfully submitted,



Mary L. Aronov
Attorney for Assignee

Date: June 26, 1998

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the 17th day of June, 1998, is made by **AMTECH, INC.**, a company organized under the laws of the State of Mississippi (the "Borrower" or "Grantor"), and **HANCOCK BANK** (the "Lender").

RECITALS

A. The Borrower has entered into the Loan Agreement, dated as of June 17th, 1998, among the Borrower, the Lender and certain guarantors named therein (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"). Capitalized terms used herein that are not defined herein and are defined in the Credit Agreement shall have the meanings defined therein.

B. The Lender has agreed to make loan advances to the Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The Borrower desires to secure the prompt and complete payment, observance and performance of all of the Borrower's obligations under the Credit Agreement, the Term Loan Note A, the Term Loan Note B, the Mortgages, the Security Agreement, the Assignment, and other loan documents as referenced therein.

C. The obligations of the Lender to make loan advances are conditioned upon, among other things, the execution and delivery by the Grantors of this Agreement.

D. In addition to this Agreement, the Obligations are secured in part under the Security Agreement, the Guaranties, the Assignment, the Pledge and the Mortgages.

In consideration of the premises and in order to induce the Lender to enter into the Credit Agreement and make the loan advances, the Grantor hereby agrees with the Lender as follows:

For and in consideration of the Loans to be made and Letters of Credit to be issued under the Credit Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Except as otherwise provided herein, capitalized terms that are defined in the Credit Agreement and are not defined herein shall have the meanings assigned to such terms therein. For purposes hereof, the following terms shall have the following meanings:

"Assignment" means, with respect to each Grantor, the assignment of such Grantor's interest in Patents and Trademarks, in form and substance satisfactory to Lender, appropriately completed and executed by such Grantor.

“Obligations” means, collectively, the Borrower Obligations and the Guarantor Obligations.

“Patents” means, collectively, (i) all letters patent of the United States or any other country, all right, title and interest therein and thereto, and all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any other country, all whether now owned or hereafter acquired by the Grantor, including, without limitation, those described on Schedule I, and (ii) all reissues, extensions or renewals thereof and all licenses thereof, including, without limitation, the Licenses.

“Trademarks” means collectively (i) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing and hereafter adopted or acquired, all right, title and interest therein and thereto, and all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings 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, all whether now owned or hereafter acquired by the Grantor, including, without limitation, those described on Schedule II and (ii) all reissues, extensions or renewals thereof and all licenses thereof.

2. Grant of Security. As collateral security for the full and prompt payment and performance of all Obligations, as hereinafter defined, each of the Grantors does hereby mortgage to and pledge with the Lender, for itself and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in and to (i) all Patents, including, without limitation, all Patents and registrations listed on Schedule I, (ii) all Trademarks, including, without limitation, each of the Trademarks and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of such Grantor relating to the distribution of products bearing the Trademarks and each of the registrations described on Schedule II, and (iii) any and all Proceeds of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement of the Trademarks and Patents (collectively, the “Collateral”).

3. Representations and Warranties. Grantor hereby represents and warrants as follows:

(a) As of the date hereof, Grantor has no Patents registered in, or the subject of pending applications in, the United States Patent and Trademark Office other than those described on Schedule I. To the best knowledge of the Grantor, the Grantor has the sole, full and clear title (or the equitable right to clear title) to each of the Patents in the United States and in each other country and all registrations thereof are valid and subsisting and in full force and effect. To the best knowledge of the Grantor, none of the Patents have been abandoned or dedicated.

(b) As of the date hereof, the Grantor has no Trademarks registered in, or the subject of pending applications in, the United States Patent and Trademark Office or in any similar office in any other country other than those described on Schedule II. To the best knowledge of the Grantor, the Grantor has the sole, full and clear title (or the equitable right to clear title) to each of the Trademarks in the United States and all registrations thereof are valid and subsisting and in full force

and effect. To the best knowledge of the Grantor, none of the Patents has been abandoned or canceled.

(c) The Grantor has the right and power to grant the security interest herein granted; and the Collateral is not now, and at all times will not be, subject to any Liens, whatsoever, except in favor of the Lender and to the best knowledge of the Grantor, none of the Collateral is subject to any claim other than as stated herein.

(d) Except as set forth on Schedule III, the Grantor has granted no licenses with respect to the Collateral to third parties.

4. Covenants and Agreements. The Grantor hereby covenants and agrees as follows:

(a) The Grantor will perform all acts and execute all documents in form suitable for filing with the United States Patent and Trademark Office, reasonably requested by the Lender at any time to evidence, perfect (to the extent possible by proper and timely filing and recording under the Virginia Uniform Commercial Code (as the same may be amended from time to time) or with the United States Patent and Trademark Office), maintain, record and enforce the Lender's interest in the Collateral or otherwise in furtherance of the provisions of this Agreement in the United States, and the Grantor hereby authorizes the Lender to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement with respect to the Collateral signed only by the Lender.

(b) Except to the extent that the Lender, upon prior written notice by the Grantor, shall consent, the Grantor will not do any act whereby any United States Patent or Trademark may become invalidated, abandoned, canceled, avoided or avoidable and shall notify the Lender immediately if it knows of any reason or has any reason to know that any application or registration may become invalidated, abandoned, canceled, avoided or avoidable, provided, however, that the Grantor, upon prior written notice to the Lender, may abandon a Patent or Trademark if, in the exercise of its reasonable business judgment, it determines that such Patent or Trademark is not necessary to its business.

(c) In no event shall the Grantor, either itself or through any agent, employee or designee, (i) file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office, or (ii) file any assignment of any Patent or Trademark which the Grantor may acquire from a third party, with the United States Patent and Trademark Office, unless the Grantor shall have given the Lender thirty (30) days' prior written notice thereof, and, upon the request of the Lender, the Grantor shall execute and deliver any and all assignments, agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's interest in such Patent or Trademark, respectively, and the goodwill and general intangibles of the Grantor relating thereto or represented thereby and the Grantor hereby constitutes the Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are indefeasibly paid in full in cash.

(d) Except to the extent that the Lender shall have consented thereto in writing, the Grantor will not assign, sell, lease, transfer, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license or otherwise dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by the Lender to any such action except as expressly permitted herein.

(e) In accordance with its reasonable business practices, the Grantor will take all necessary steps in any proceeding before the United States Patent and Trademark Office to maintain and prosecute each application and registration of the Collateral, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under Section 4(b)). The Lender will cooperate with the Grantor as necessary to enable the Grantor to perform its obligations under this Section, provided, however, that the Grantor shall pay all of the Lender's reasonable expenses (including reasonable attorney's fees) in connection therewith.

(f) Grantor assumes all responsibility and liability arising from the use of the Collateral, and the Grantor hereby indemnifies and holds the Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by the Grantor. The Grantor agrees that the Lender does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by the Grantor, and the Grantor hereby agrees to indemnify and hold the Lender harmless with respect to any and all claims by any Person relating thereto, other than claims arising primarily and directly out of the gross negligence or willful misconduct of the Lender.

(g) The Lender may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations, the Collateral, or the right, title and interest granted the Lender herein, and which the Grantor fails to do or pay, including, without limitation, reasonable fees and expenses incurred in connection therewith, any such payment shall be deemed an advance by the Lender to the Grantor and shall be payable on demand together with interest at the highest rate then payable on the Obligations.

(h) The Grantor agrees that if it or any Affiliate learns of any use by any Person of any term, design, trade or service mark likely to cause confusion with any Patent or Trademark, it shall promptly notify the Lender of such use and, at the Grantor's expense, take such action as the Grantor, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Collateral. After the occurrence and during the continuance of an Event of Default, the Grantor further agrees that should it decide to take no action with respect to such use, the Lender shall have the right, at the Grantor's expense, to take such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to such Collateral.

5. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:
the occurrence and continuance of an Event of Default under the Credit Agreement.

6. Remedies. Upon the occurrence of an Event of Default, in addition to all other rights and remedies of the Lender, whether under law, the Loan Documents or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, the Grantor, the Lender shall have the following rights and remedies: (a) the Lender may, at any time and from time to time, upon ten (10) days' prior notice to the affected Grantor, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Lender shall in its sole discretion determine; (b) the Lender may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Grantor in, to and under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any thereof, and the Grantor hereby releases the Lender from, and agrees to hold the Lender free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement, other than actions taken or omitted to be taken through the willful misconduct or gross negligence of the Lender; (c) the Lender may at any time and from time to time, upon ten (10) days' prior notice to the Grantor, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Lender shall, in its sole discretion, deem appropriate or proper; and (d) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to clause (c) above, the Lender may, at any time, pursuant to the authority granted in the Powers of Attorney described in Section 7 (such authority becoming effective on the occurrence or continuation as hereinabove provided of an Event of Default), execute and deliver on behalf of the Grantor, one or more instruments of assignment of the Collateral or any application or registration thereof, in form suitable for filing, recording or registration in any country. The Grantor agrees to pay when due all reasonable costs incurred in any such transfers of the Collateral, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. The Lender may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal and other expenses which may be incurred by the Lender, and then to the Obligations; and the Grantor shall remain liable and will pay the Lender on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring the Lender to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, the Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Collateral, and its customer lists and other records relating to the Collateral and to the distribution of said products, to the Lender or its designee.

7. Powers of Attorney. Concurrently with the execution and delivery hereof, the Grantor is executing and delivering to the Lender, in the form of Exhibit 1, five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Collateral pursuant to Section 6, which Powers of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default, and the Grantor hereby releases the Lender from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein other than actions taken or omitted to be taken through the willful misconduct or gross negligence of the Lender.

8. Termination. Upon the indefeasible cash payment in full of all Obligations, the Lender will immediately take whatever actions are necessary at the Grantor's expense to release or reconvey to each Grantor all right, title and interest of the Grantor in and to the Collateral.

9. Other Provisions.

(a) All Schedules and hereto shall be deemed to be a part hereof.

(b) No failure by the Lender to exercise, and no delay by the Lender in exercising, any right or remedy hereunder shall operate as a waiver thereof.

(c) Each and every right, remedy and power granted to the Lender hereunder or allowed at law, in equity or by other agreement shall be cumulative and not exclusive, and may be exercised by the Lender from time to time.

IN EVIDENCE of the agreement by the parties hereto to the terms and conditions herein contained, each such party has caused this Patent and Trademark Security Agreement to be duly executed on its behalf as of the date first above written.

AMTECH, INC.

By: Nabil Hussein
Name: Nabil Hussein
Title: President

HANCOCK BANK

By: Edward G. Francis
Edward G. Francis, Vice-President

STATE OF MISSISSIPPI
COUNTY OF ~~HANCOCK~~ HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17th day of June, 1998, within my jurisdiction, the within-named Nabil Hussein, who acknowledged that he is the President, of **AMTECH, INC.**, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Tammy L. Abbott
Notary Public

My Commission Expires:

11-7-99

STATE OF MISSISSIPPI
COUNTY OF ~~HANCOCK~~ HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17th day of June, 1998, within my jurisdiction, the within-named Edward G. Frances, who acknowledged that he is the Vice President, of **HANCOCK BANK**, a state banking association, and that for and on behalf of said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

Tammy L. Abbott
Notary Public

My Commission Expires:

11-7-99

**Schedule I
to the
Patent Security Agreement**

PATENTS

FILE NO.	SERIAL NO.	PATENT NO.	FILING DATE	COUNTRY	ISSUE DATE
AMT 100	07-953686	5,259,288	09/28/92	USA	11/09/93
AMT 109	07-706310	5,151,555	05/28/91	USA	09/29/92
AMT 110	07-494948	5,033,386	03/12/90	USA	07/23/91

**Schedule II
to the
Patent and Trademark Security Agreement**

TRADEMARKS

<u>TRADEMARK REGISTRATION NO.</u>	<u>FILING DATE</u>	<u>COUNTRY</u>	<u>ISSUE DATE</u>
1,837,373	3/17/97	USA	

**Schedule III
to the
Patent and Trademark Security Agreement**

LICENSES TO THIRD PARTIES

None

EXHIBIT 1

FORM OF SPECIAL POWER OF ATTORNEY

STATE OF _____
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, THAT [NAME OF GRANTOR], a _____ corporation with its principal office at _____ (the "Assignor"), hereby appoints and constitutes HANCOCK BANK, as Agent (the "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Assignor, which Power of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Assignor in and to any letters patent of the United States or any other country of political subdivision thereof, and all registrations, recordings, reissues, continuations, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

2. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, together with the goodwill of the business symbolized thereby, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment of other papers necessary or advisable to effect such purpose.

3. To execute any and all documents statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Assignee may in its sole discretion determine.

This power of attorney is made pursuant to the Patent and Trademark Security Agreement, dated the date hereof, between the Assignor and the Assignee and takes effect solely for the purposes

thereof and is subject to the conditions thereof and may not be revoked until the indefeasible cash payment in full of all "Obligations" as defined in such Patent and Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has caused its duly authorized officer to affix his signature on behalf of the Grantor on this the ____ day of _____, 1998.

AMTECH, INC.

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

TO WIT,

I hereby certify, that on this ____ day of June, 1998, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared **NABIL HUSSEINI**, President of **AMTECH, INC.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and signed the same in the presence and on behalf of said body corporate, pursuant to a Resolution of its Board of Directors.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

Anne B. Mathes, Attorney
2000 First Tennessee Building
Memphis, Tennessee 38103