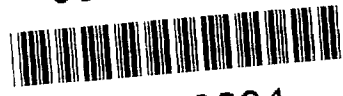


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102120294

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

1. Name of conveying party(ies): R.P.M. Engineering, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Louisiana Other

2. Name and address of receiving party(ies) Name: Fleet Capital Corporation Internal Address: Street Address: 5950 Sherry Lane Suite 300 City: Dallas State: Texas Zip: 75225

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: December 21, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,574,852 1,575,421

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael T. Platt, Esquire Internal Address: Street Address: Patton Boggs, LLP 2550 M Street, N.W. City: Washington State: DC Zip: 20037

7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 500-709

06/13/2002 DBYRNE 00000013 500709 1574852 01 FC:481 40.00 CH 02 FC:482 City: Washington State: DC Zip: 20037

DO NOT USE THIS SPACE

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. MICHAEL PLATT Signature Date 6/13/02

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

TRADEMARK REEL: 002524 FRAME: 0127

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

WHEREAS, R.P.M. ENGINEERING, INC., a Louisiana corporation (“Grantor”), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, IDS Engineering, Inc., Thermaire, Inc., Constant Power Manufacturing, Inc, IDS Engineering Management, LC, Industrial Data Systems, Inc., Petrocon Engineering, Inc., Triangle Engineers and Constructors, Inc., Petrocon Systems, Inc., Petrocon Technologies, Inc, Petrocon Engineering of Louisiana, Inc., Alliance Engineering Associates, Inc. and Petrocon Construction Resources, Inc. (collectively, “Borrowers”), have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, modified and in effect from time to time, the “Loan Agreement”) with Fleet Capital Corporation, a Rhode Island corporation, as Agent (in such capacity, “Agent”), for itself and the other financial institution(s) from time to time a party thereto (collectively, together with their respective successors and assigns, the “Lenders”), providing for extensions of credit to be made by Lenders to Borrowers; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement including, without limitation, the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Agent, for the benefit of Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and/or Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Amended and Restated Trademark Security Agreement is given in renewal, extension, modification and amendment (and not in extinguishment or novation) of that certain Trademark Security Agreement, dated June 15, 1999, executed by Grantor in favor of Agent.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor, through its duty authorized officer, has caused this Trademark Security Agreement to be executed as of the 4 day of December, 2001.

**GRANTOR:**

R.P.M. ENGINEERING, INC.

By: William A. Coskey  
Name: \_\_\_\_\_  
Title: William A. Coskey  
Chief Executive Officer \_\_\_\_\_

Acknowledged, agreed and accepted as of the date hereof:

**AGENT:**

FLEET CAPITAL CORPORATION, as Agent

By: \_\_\_\_\_  
Dan A. Hughes  
Vice President

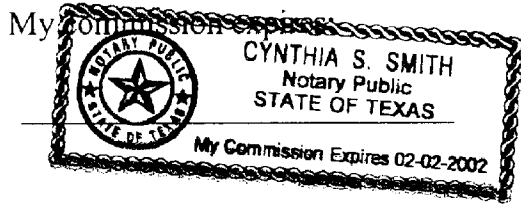
ACKNOWLEDGMENT

STATE OF TEXAS           §  
                                          §        SS.  
COUNTY OF DALLAS     §

On the 21 day of December, 2001 before me personally appeared William A. Coskey to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Chief Executive Officer of R.P.M. Engineering, Inc., a Louisiana corporation, who being by me duly sworn, did depose and say that he is the Chief Executive Officer of R.P.M. Engineering, Inc., the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Cynthia S. Smith  
Notary Public

(Seal)



IN WITNESS WHEREOF, Grantor, through its duty authorized officer, has caused this Trademark Security Agreement to be executed as of the 21 day of December, 2001.

**GRANTOR:**

R.P.M. ENGINEERING, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged, agreed and accepted as of the date hereof:

**AGENT:**

FLEET CAPITAL CORPORATION, as Agent

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

Dan A. Hughes

Vice President

ACKNOWLEDGMENT

STATE OF TEXAS           §  
                                          §        ss.  
COUNTY OF DALLAS       §

On the 21<sup>st</sup> day of December, 2001 before me personally appeared Dan A. Hughes to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Vice President of Fleet Capital Corporation, who being by me duly sworn, did depose and say that he is the Vice President of Fleet Capital Corporation, the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



(Seal)

*Kimberly Kay Smith*  
\_\_\_\_\_  
Notary Public

My commission expires:

August 19, 2002

Schedule I  
To Trademark Security Agreement

Borrower and Subsidiaries' United States trademarks:

<b>Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Issue Date</b>
R.P.M. Engineering, Inc.	BB	1,574,852	1/2/90
R.P.M. Engineering, Inc.	BB	1,575,421	1/2/90

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