

01-13-2003



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.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):

Consolidated Systems, Inc.

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corp.

Internal Address: 12th Floor

Street Address: 500 West Monroe

City: Chicago State: IL Zip: 60661

- 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

OFFICE OF PATENT RECORDS 2002 DEC 23 PM 4:36 FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: 11/14/02

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

A. Trademark Application No.(s)

76/276031; 76/243107; 75/913930

B. Trademark Registration No.(s) 1958635;

1316558; 0.839840

Additional number(s) attached Yes No

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

Name: Robert H. G. Lockwood

Internal Address: Smith, Gambrell & Russell, LLP

Suite 3100, Promenade II

Street Address: 1230 Peachtree St., N.E.

City: Atlanta State: GA Zip: 30309-3592

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robert H. G. Lockwood

Name of Person Signing

Signature

12/18/02 Date

Total number of pages including cover sheet, attachments, and document: 9

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

01/10/2003 6TOW11 00000119 76276031

01 FC:8521 40.00 OP 02 FC:8522 125.00 OP

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2002, by CONSOLIDATED SYSTEMS, INC., a South Carolina corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, CONSOLIDATED CARGO CARRIERS, INC., a South Carolina corporation, the other Persons signatory thereto as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Borrowers' Security Agreement, dated of even date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, and grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONSOLIDATED SYSTEMS, INC.

By: James W. Wise
Name: James W. Wise
Its: Vice President and CFO

Address:
650 Rosewood Drive
ACL Industrial Park
Columbia, South Carolina 29201

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Timothy Canon
Timothy Canon
Its Duly Authorized Signatory
500 West Monroe, 12th Floor
Chicago, Illinois 60661

ACKNOWLEDGMENT OF GRANTOR

STATE OF South Carolina
COUNTY OF Richland) ss.

On this 14th day of November, 2002, before me personally appeared JAMES W. WISE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CONSOLIDATED SYSTEMS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Mandy Reed Mill
Notary Public

[Notary Seal]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND LICENSES

U.S. Trademarks

U. S. Trademark Registration No.	Mark	U. S. Trademark Application No.	U. S. Registration Date	U. S. Filing Date	Current Owner	Status
N/A	EFCO	76/276,031	N/A	06/25/2001	Consolidated Systems, Inc.	Pending
N/A	SPANMASTER	76/243,107	N/A	04/19/2001	Consolidated Systems, Inc.	Allowed
N/A	VERSA-DEK	75/913,930	N/A	02/09/2000	Consolidated Systems, Inc.	Published for Opposition
1,958,635	Design Only	74/613,962	02/27/1996	12/20/1994	Consolidated Systems, Inc.	Registered
1,316,558	TRI-CEL	73/468,538	01/29/1985	03/05/1984	Consolidated Systems, Inc.	Registered
0,839,840	"SUPERVENT"	72/256,707	12/05/1967	10/19/1966	Consolidated Systems, Inc.	Registered

CORP/897914.3