

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
EHV-Weidmann Industries Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Vermont  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Execution Date(s) February 11, 2005

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Contrarian Funds, L.L.C.  
Internal Address: \_\_\_\_\_  
Street Address: 411 Putnam Avenue, Ste. 225  
City: Greenwich  
State: Connecticut  
Country: USA Zip: 06830

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other LLC      Citizenship USA

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)

**3. Nature of conveyance:**

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See Schedule II to attached Intellectual Property Security Agreement

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Frank V. Petrosino, Esq.  
Internal Address: Paul Frank + Collins P.C.  
Street Address: One Church Street  
P.O. Box 1307  
City: Burlington  
State: Vermont Zip: 05402-1307  
Phone Number: (802) 658-2311  
Fax Number: (802) 658-0023  
Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:** 7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers 6164  
Expiration Date Nov. 2005

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  February 14, 2005

Signature Date

Frank V. Petrosino, Esq.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 17

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

OP \$190.00 1570659

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United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
Weidmann Industries, L.P.

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

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: \_\_\_\_\_  
Internal  
Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance:**

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5955, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

WICOR Americas Management Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

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

Internal

Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

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

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE I**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. PATENTS**

<b>Owner</b>	<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
EHV-Weidmann Industries, Inc.	US	Support System For Electrical Cables	4,643,379	02/17/1987
EHV-Weidmann Industries, Inc.	CA	Support System For Electrical Cables	1244105 (Applic. No.)	11/01/1988

**II. PATENT APPLICATIONS**

<b>Applicant/ Owner</b>	<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>
EHV-Weidmann Industries, Inc.	US	Modular Lead Support Structure For A Transformer	10/068,121	2/05/2002
EHV-Weidmann Industries, Inc.	WO	Modular Lead Support Structure For A Transformer	US02/04584	2/05/2002
EHV-Weidmann Industries, Inc.	CA	Modular Lead Support Structure For A Transformer	2,437,554	2/05/2002
EHV-Weidmann Industries, Inc.	EU	Modular Lead Support Structure For A Transformer	02709551.2	2/05/2002
EHV-Weidmann Industries, Inc.	US	Creped Electrical Paper Made Using A Ceramic Knife	10/939,041	9/10/2004
EHV-Weidmann Industries, Inc.	WO	Creped Electrical Paper Made Using A Ceramic Knife	US04/29590	9/13/2004

**III. PATENT LICENSES**

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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**SCHEDULE II**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS**

<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Issue Date</b>
EHV-Weidmann Industries, Inc.	US	PERMA-PLEX	1,570,659	12/12/1989
EHV-Weidmann Industries, Inc.	US	VULCAN FIBRE	1,135,138	5/13/1980
EHV-Weidmann Industries, Inc.	US	MAPLEX	1,137,939	7/22/1980
EHV-Weidmann Industries, Inc.	US	DURA-KRAFT	2,430,286	2/20/2001
EHV-Weidmann Industries, Inc.	US	FIRST SOURCE	2,508,839	11/20/2001
Weidmann Industries, L.P.	US	NORSHIM 930	2,685,302	2/11/2003
Weidmann Industries, L.P.	CA	NORSHIM 930	TMA417985	10/08/1993
WICOR Americas Management Inc.	US	RHYTHM	2,538,249	2/12/2002

**II. TRADEMARK APPLICATIONS**

None

**III. TRADEMARK LICENSES**

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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**SCHEDULE III**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. COPYRIGHT REGISTRATIONS**

<b>Owner</b>	<b>Country</b>	<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>
Elcon, Inc.	US	Partnership For Excellence: The History of EHV- Weidmann Industries	TX-4-008-953	1/25/1995

**II. COPYRIGHT APPLICATIONS**

None

**III. COPYRIGHT LICENSES**

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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BTV.427629.2

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of ~~FEBRUARY 11~~, 2005, is made by each of WICOR AMERICAS INC. ("WICOR"), EHV-WEIDMANN INDUSTRIES, INC. ("EHV-Weidmann"), WICOR AMERICAS MANAGEMENT INC. ("WICOR Management"), WEIDMANN SYSTEMS INTERNATIONAL INC. ("Systems"), WEIDMANN-ACTI, INC. ("ACTP"), and EHV-W ACQUISITION CORPORATION ("EHV Acquisition") (each a "Borrower" and jointly and severally, the "Borrowers") and WEIDMANN INDUSTRIES, LP ("Guarantor" and collectively with the Borrowers, the "Grantors"), in favor of CONTRARIAN FUNDS, L.L.C., a limited liability company ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Loan and Security Agreement dated as of the date hereof by and among Grantors, Guarantor, 1108450 Ontario Inc. and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lender has agreed to make the Loans for the benefit of the Borrowers; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender this Intellectual Property 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, each 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 Loan Agreement.
2. **Grant Of Security Interest In Intellectual Property Collateral.** To secure the complete and timely payment of all the Obligations of the Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Lender a continuing security interest, subject to the Intercreditor Agreement between Lender, Grantors and BankNorth, N.A., a national banking association, in all of such Grantor's right, title and interest in, to and under, whether presently existing or hereafter created or acquired, Intellectual Property (collectively, the "Intellectual Property Collateral") including, but not limited to:
  - (a) all of its patents in which it possesses an ownership interest ("Patents") and patent licenses ("Patent Licenses") to which it is a party including those referred to on Schedule I hereto;
  - (b) all of its trademarks in which it possesses an ownership interest ("Trademarks") and trademark licenses ("Trademark Licenses") to which it is a party including those referred to on Schedule II hereto;

- (c) all of its copyrights in which it possesses an ownership interest ("Copyrights") and copyright licenses ("Copyright Licenses") to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, and (iv) infringement of any Copyright or Copyright licensed under any Copyright License.

3. **Representations And Warranties.** Each Grantor represents and warrants that such Grantor has used commercially reasonable efforts to list all Patents, applications for Patents, registered Trademarks, applications for registered Trademarks, registered Copyrights, and applications for registered Copyrights in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, perfected security interests in favor of Lender in all of the Grantors' Patents, applications for Patents, registered Trademarks, applications for registered Trademarks, registered Copyrights, and applications for registered Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, each Grantor, subject to the Intercreditor Agreement between Lender, Grantors and BankNorth, N.A. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed as set forth in the Loan Agreement, all action necessary or desirable to protect and perfect Lender's Lien on all of the Grantors' Patents, applications for Patents, registered Trademarks, applications for registered Trademarks, registered Copyrights and applications for registered Copyrights shall have been duly taken.

4. **Covenants.** Each Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Loan Agreement has terminated and all Obligations have been paid in full:

- (a) such Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to



register the same, or to keep and maintain the same. Notwithstanding the foregoing, nothing in this Agreement shall obligate such Grantor to notify Lender in the event of an objection, refusal, rejection or any other adverse determination or development (collectively, a "Development") in a pending application for any Patent, Trademark or Copyright where such Development does not result in the final and non-appealable loss of rights in such pending application.

- (b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for any Patent or the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.
- (c) Such Grantor shall take all actions necessary or requested by Lender to (i) maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings and (ii) prosecute to allowance applications for Patents and maintain the Patents (now or hereafter existing). Notwithstanding anything to the contrary in this Agreement, such Grantor shall be under no obligation to continue the prosecution of any application for a Patent or any application to register a Trademark when it has a commercially reasonable belief that it will be unsuccessful in its efforts to obtain a registration for such Trademark or obtain commercially meaningful claims for such Patent.
- (d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Lender promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such infringement of the Intellectual Property Collateral is not material to the conduct of its business or operations, (i) promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and (i) take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **Security Agreement.** The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property 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.

- 6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
  
- 7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.
  
- 8. **Termination Of This Security Agreement.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the expiration of the Loan Agreement and the payment in full of all Obligations.

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

WICOR AMERICAS, INC.  
 ("Borrower")

Kimberly L. Goldie  
 Witness  
 Print name: Kimberly L. Goldie

By Dean G. [Signature]  
 Title PRESIDENT

State of VERMONT  
County of CHITTENDEN, ss.

At the City/Town of BURLINGTON, in said county and state, this 10<sup>th</sup> day of FEBRUARY, 2005, personally appeared DEANA YANNUCCI, the duly authorized agent of **WICOR AMERICAS, INC.**, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of **WICOR AMERICAS, INC.**

Before me, [Signature]  
Notary Public  
Print name: B. MICHAEL FRYE  
My Commission expires: \_\_\_\_\_

**EHV-WEIDMANN INDUSTRIES, INC.**  
("Borrower")

Kimberly L. Goldie  
Witness  
Print name: Kimberly L. Goldie

By Dean Yanni  
Title CHAIRMAN & PRESIDENT

State of VERMONT  
County of CHITTENDEN, ss.

At the City/Town of BURLINGTON, in said county and state, this 10<sup>th</sup> day of FEBRUARY, 2005, personally appeared DEAN A. YANNUCCI, the duly authorized agent of **EHV-WEIDMANN INDUSTRIES, INC.**, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of **EHV-WEIDMANN INDUSTRIES, INC.**

Before me, [Signature]  
Notary Public  
Print name: B. MICHAEL FRYE  
My Commission expires: 2/10/07

**WICOR AMERICAS MANAGEMENT INC.**  
("Borrower")

Kimberly L. Goldie  
Witness  
Print name: Kimberly L. Goldie

By Dean Yanni  
Title CHAIRMAN & PRESIDENT

State of VERMONT  
County of CHITTENDEN, ss.

At the City/Town of BURLINGTON, in said county and state, this 10<sup>th</sup> day of FEBRUARY, 2005, personally appeared DEAN A. VANNUCCI, the duly authorized agent of **WICOR AMERICAS MANAGEMENT INC.**, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of **WICOR AMERICAS MANAGEMENT INC.**

Before me, [Signature]  
Notary Public  
Print name: B. MICHAEL FRYE  
My Commission expires: 2/10/07

**WEIDMANN SYSTEMS INTERNATIONAL INC. ("Borrower")**

By [Signature]  
Title CHAIRMAN

[Signature]  
Witness  
Print name: Kimberly L. Golds

State of VERMONT  
County of CHITTENDEN, ss.

At the City/Town of BURLINGTON, in said county and state, this 10<sup>th</sup> day of FEBRUARY, 2005, personally appeared DEAN A. VANNUCCI, the duly authorized agent of **WEIDMANN SYSTEMS INTERNATIONAL INC.**, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of **WEIDMANN SYSTEMS INTERNATIONAL INC.**

Before me, [Signature]  
Notary Public  
Print name: B. MICHAEL FRYE  
My Commission expires: 2/10/07

**WEIDMANN-ACTI, INC. ("Borrower")**

By [Signature]  
Title CHAIRMAN & PRESIDENT

[Signature]  
Witness  
Print name: Kimberly L. Golds

State of VERMONT  
County of CATTARAUGUS, ss.

At the City/Town of BURLINGTON, in said county and state, this 10<sup>th</sup> day of FEBRUARY, 2005, personally appeared DEAN A. YANNUCCI, the duly authorized agent of WEIDMANN-ACTI, INC., and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of WEIDMANN-ACTI, INC.

Before me, [Signature]  
Notary Public  
Print name: B. MICHAEL FRYE  
My Commission expires: 2/10/07

**EHV-W ACQUISITION CORPORATION**  
("Borrower")

Kimberly L. Giddis  
Witness  
Print name: Kimberly L. Giddis

By Dean Yanni  
Title CHAIRMAN & PRESIDENT

State of VERMONT  
County of CATTARAUGUS, ss.

At the City/Town of BURLINGTON, in said county and state, this 10<sup>th</sup> day of FEBRUARY, 2005, personally appeared DEAN A. YANNUCCI, the duly authorized agent of EHV-W ACQUISITION CORPORATION, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of EHV-W ACQUISITION CORPORATION.

Before me, [Signature]  
Notary Public  
Print name: B. MICHAEL FRYE  
My Commission expires: 2/10/07

**WEIDMANN INDUSTRIES, LP**  
("Guarantor")

Kimberly L. Giddis  
Witness  
Print name: Kimberly L. Giddis

By Dean Yanni  
Title CHAIRMAN & PRESIDENT

State of \_\_\_\_\_  
County of \_\_\_\_\_, ss.

At the City/Town of \_\_\_\_\_, in said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2005, personally appeared \_\_\_\_\_, the duly authorized agent of WEIDMANN INDUSTRIES, LP, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of WEIDMANN INDUSTRIES, LP.

Before me, \_\_\_\_\_  
Notary Public  
Print name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

ACCEPTED and ACKNOWLEDGED by:  
CONTRARIAN FUNDS, L.L.C.  
By: Contrarian Capital Management, L.L.C.,

its General Partner Manager

Keith McCormack  
Witness  
Print name: KEITH MCCORMACK

By Janice M. Stanton  
Name \_\_\_\_\_  
Title JANICE M. STANTON  
MEMBER

Witness  
Print name: \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

State of Connecticut  
County of Fairfield, ss.

At the City/Town of Greenwich, in said county and state, this 11<sup>th</sup> day of February, 2005, personally appeared Janice Stanton, the duly authorized agent of CONTRARIAN FUNDS, L.L.C., and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of CONTRARIAN FUNDS, L.L.C.

Before me, Julie H. Eisele  
Notary Public  
Print name: JULIE H. EISELE  
My Commission expires: \_\_\_\_\_

**JULIE H. EISELE**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2005

State of VERMONT  
County of CHITTENDEN, ss.

At the City/Town of BURLINGTON, in said county and state, this 10<sup>th</sup> day of FEBRUARY, 2005, personally appeared DEAN A. YANNUCCI, the duly authorized agent of **WEIDMANN INDUSTRIES, LP**, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of **WEIDMANN INDUSTRIES, LP**.

Before me, [Signature]  
Notary Public  
Print name: B. MICHAEL FRYE  
My Commission expires: 2/10/07

ACCEPTED and ACKNOWLEDGED by:  
**CONTRARIAN FUNDS, L.L.C.**  
By: **Contrarian Capital Management, L.L.C.**,  
its General Partner

\_\_\_\_\_  
Witness  
Print name: \_\_\_\_\_

Kimberly L. Goldie  
\_\_\_\_\_  
Witness  
Print name: Kimberly L. Goldie

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By [Signature]  
Name STEPHEN J. CZECH  
Title MANAGING DIRECTOR

State of \_\_\_\_\_  
County of \_\_\_\_\_, ss.

At the City/Town of \_\_\_\_\_, in said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2005, personally appeared \_\_\_\_\_, the duly authorized agent of **CONTRARIAN FUNDS, L.L.C.**, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of **CONTRARIAN FUNDS, L.L.C.**

Before me, \_\_\_\_\_  
Notary Public  
Print name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

State of Vermont  
County of Chittenden, ss.

At the City/Town of Barre, in said county and state, this 10<sup>th</sup> day of February, 2005, personally appeared Stephen J. Czech, the duly authorized agent of **CONTRARIAN FUNDS, L.L.C.**, and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and deed, and the free act and deed of **CONTRARIAN FUNDS, L.L.C.**

Before me, James J. McKeever  
Notary Public  
Print name: James J. McKeever  
My Commission expires: 5/10/07