

MFD 1-6-00

RECORD TF

01-24-2000



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks

101251001

original documents or copy thereof.

1. Name of conveying party(ies):

Eclipse, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 12/29/99

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois, Other

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)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address:

01/21/2000 JSHABAZZ 00000135 2172732

01 FC:481 40.00 DP
02 FC:482 450.00 DP

Street Address: 400 Seventh St NW Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41).....\$ 490.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Gregory T. Pealer Name of Person Signing

Signature

January 3, 2000 Date

Total number of pages including cover sheet, attachments, and document: 18

SCHEDULE A
to Trademark and License Security Agreement

TRADEMARKS

FEDERAL TRADEMARK REGISTRATIONS OF ECLIPSE, INC.

OWNER	MARKS	REG. NO.	REGISTERED DATE
Eclipse, Inc.	Eclipse	2172732	7/14/98
Eclipse, Inc.	Multi-Flame	1906338	7/18/95
Eclipse, Inc.	Peek-A-Flame	1847278	7/26/94
Eclipse, Inc.	Veri-Flame	1712640	9/1/92
Eclipse, Inc.	Micro-Flame	1631351	1/15/91
Eclipse, Inc.	Gas-Pak	0905521	1/5/71
Eclipse, Inc.	Convecto-Flame	0845450	3/5/68
Eclipse, Inc.	Infra-Glo	0836295	10/3/67
Eclipse, Inc.	Wedgegrip (Stylized Script)	0799031	11/23/65
Eclipse, Inc.	Wedgelok (Stylized Script)	0798286	11/2/65
Eclipse, Inc.	Minimixer	0797686	10/19/65
Eclipse, Inc.	Vari-Set	0797684	10/19/65
Eclipse, Inc.	Lock-Tite	0764529	2/11/64
Eclipse, Inc.	Consta-Mix	0741817	12/11/62
Eclipse, Inc.	Spiral-Flame	0736941	8/28/62
Eclipse, Inc.	Vari-Trol	0682746	8/4/59
Eclipse, Inc.	Eclipse (Elliptical Logo)	0623495	3/20/56
Eclipse, Inc.	Eclipse (Elliptical Logo)	0620373	1/31/56
Eclipse, Inc.	Eclipse (Elliptical Logo)	0616431	11/22/55

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT (the "*Agreement*") made this 29th day of December, 1999, by and among the parties executing this Agreement under the heading "Debtors" (such parties hereinafter referred to collectively as the "*Debtors*" and individually as a "*Debtor*"), each with its mailing address as set forth on the signature pages attached hereto, and Harris Trust and Savings Bank, an Illinois banking corporation, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (the "*Lender*").

WITNESSETH:

WHEREAS, Lender and Eclipse, Inc., an Illinois corporation (the "*Borrower*"), have entered into various credit arrangements pursuant to which Lender has, subject to certain terms and conditions, agreed to make credit and other financial accommodations available to or for Borrower; and

WHEREAS, Lender has required as a condition, among other things, to the continued extension of such credit and other financial accommodations, in order to secure the Obligations, that each Debtor execute and deliver this Agreement to Lender for the benefit of Lender; and

WHEREAS, each Debtor will benefit directly or indirectly, from credit and other financial accommodations extended by Lender to or for Borrower;

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees as follows:

1. *Defined Terms.*

(i) "*Event of Default*" shall mean the occurrence of any event or the existence of any condition in each case which permits the Lender to accelerate repayment of any credit or other financial accommodations available from the Lender to or for Borrower.

(ii) "*Obligations*" means any and all indebtedness, obligations, and liabilities of whatsoever kind and nature of the Debtors and any of them to the Lender (whether arising before or after the filing of a petition in bankruptcy), whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced, or acquired, and whether several, joint, or joint and several and (b) any and all expenses and charges, legal or otherwise, suffered or incurred by the Lender in collecting or enforcing any of such indebtedness, obligations, or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby.

(iii) The words “*hereof*,” “*herein*” and “*hereunder*” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(iv) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and *vice versa*, unless otherwise specified.

2. *Security Interest in Trademarks.* To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Debtor hereby grants to Lender a security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Debtor’s now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of each Debtor’s rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the “*Trademarks*”);

(ii) goodwill of each Debtor’s business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party’s trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether any such Debtor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Lender’s rights in respect of its credit arrangements with Borrower or any other agreement executed in connection therewith (all of the foregoing being hereinafter referred to collectively as the “*Licenses*”).

Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include (i) any license agreement under which such Debtor is licensee which by its terms prohibits the grant of the security interest contemplated by this Agreement, or (ii) any applications by a

Debtor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender, on such Intent-To-Use Application as collateral security for the Obligations.

Notwithstanding anything in this Agreement to the contrary, the right of recovery against any Debtor under this Agreement shall not exceed \$1.00 less than the amount which would render such Debtor's obligations under this Agreement void or voidable under applicable law, including fraudulent conveyance law.

3. *Restrictions on Future Agreements.* Each Debtor will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Debtor further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licenses, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with those Trademarks and Licenses which are necessary or desirable in the operation of such Debtor's business.

4. *New Trademarks and Licenses.* Each Debtor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications now owned or held by such Debtor. If, prior to the termination of this Agreement, any Debtor shall (i) create or obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, trade styles, service mark, service mark registration or service mark application, the provisions of Section 2 above shall automatically apply thereto and such Debtor shall give to Lender prompt written notice thereof. Each Debtor hereby authorizes Lender to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark applications, and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2 above, or under this Section 4 (whether or not any such notice from such Debtor has been sent or received), and (b) filing, in addition to and not in substitution for, this Agreement, a supplement or addendum to this Agreement containing on Schedules A or B thereto, as the case may be, such trademarks, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements in connection with trademarks, registered

trademarks, trademark applications, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 above or this Section 4 and to take any action Lender otherwise deems appropriate to perfect or maintain the rights and interests of the Lender under this Agreement with respect to such Trademarks and Licenses.

5. *Royalties.* Each Debtor hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder shall be co-extensive with each Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to any Debtor or anyone.

6. *Nature and Continuation of Lender's Security Interest.* This Agreement is made for collateral security purposes only and no assignment or contingent assignment is effected hereby. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and each commitment to extend credit constituting Obligations shall have terminated.

7. *Right to Inspect; Further Assignments and Security Interests.* Lender shall have the right, at any reasonable time and from time to time, to inspect each Debtor's premises and to examine each Debtor's books, records, and operations relating to the Trademarks, including, without limitation, each Debtor's quality control processes; *provided*, that in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of each Debtor's ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of Lender's credit arrangements with Borrower, each Debtor agrees that Lender, or a conservator appointed by Lender, shall have the right to take any action to renew or to apply for registration of any Trademarks as Lender or said conservator, in its sole judgment, may deem necessary or desirable in connection with the enforcement of Lender's rights hereunder. Each Debtor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Lender and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

8. *Duties of Debtors.* Each Debtor shall have the duty, to the extent necessary or desirable in the normal conduct of such Debtor's business, (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks as such Debtor deems appropriate, and (iii) to preserve and maintain all of such Debtor's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by each Debtor. Each Debtor shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of such Debtor's business. Each Debtor agrees to retain an experienced trademark attorney reasonably acceptable to Lender for the filing and prosecution of all such applications and other proceedings. Lender shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Lender shall not be

under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of each Debtor and added to the Obligations secured hereby.

9. *Lender's Right to Sue.* From and after the occurrence and during the continuance of an Event of Default and the provision of written notice to any Debtor of Lender's intention to enforce its rights and claims against any of the Trademarks or Licenses, Lender shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit or take any such action, such Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Each Debtor shall, upon demand, promptly reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Lender is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. *Waivers.* No course of dealing between any Debtor and Lender, and no failure to exercise or delay in exercising on the part of Lender any right, power or privilege hereunder or in respect of Lender's credit arrangements with Borrower or any other agreement executed in connection therewith shall operate as a waiver of any of Lender's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or in respect of Lender's credit arrangements with Borrower or any other agreement executed in connection therewith shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. *Lender's Exercise of Rights and Remedies Upon Default.* Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement or any other agreement executed in connection with Lender's credit arrangements with Borrower. Without limiting the generality of the foregoing, each Debtor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Lender shall have the right to exercise, with respect to the Trademarks and Licenses, its rights to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Lender or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell any and all inventory, or otherwise use or transfer such Collateral in connection with the conduct of such Debtor's business.

12. *Severability.* The provisions of this 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 Agreement in any jurisdiction.

13. *Modification.* This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

14. *Cumulative Remedies; Power of Attorney.* All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each Debtor hereby irrevocably appoints Lender as such Debtor's attorney-in-fact, with full authority in the place and stead of such Debtor and in the name of such Debtor or otherwise to carry out the acts described below. Subject to the terms of Lender's credit arrangements with Borrower, each Debtor hereby authorizes Lender to, in its sole discretion, upon the occurrence and during the continuance of an Event of Default, and with written notice to any Debtor delivered prior to such action or within five (5) business days thereafter (i) endorse such Debtor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use or transfer of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Lender deems is in its best interest, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Lender shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of any Debtor's business connected with the use of, and symbolized by, such Trademarks. Each Debtor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender in respect of Lender's credit arrangements with Borrower or any other agreement executed in connection therewith, but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. *Binding Effect; Benefits.* This Agreement shall be binding upon each Debtor and its successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns. Each Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Debtor; *provided, however* that each Debtor shall not voluntarily assign its obligations hereunder without the prior written consent of Lender.

16. *Governing Law.* This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

17. *Notices.* All notices or other communications hereunder shall be given in the manner and to the addresses set forth in any contract governing Lender's credit arrangements with Borrower.

18. *Section Headings.* The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


19. *Direct and Primary Security.* The lien and security interest herein created and provided for stand as direct and primary security for the Obligations secured hereby. No application of any sums received by the Lender in respect of the Collateral or any disposition thereof to the reduction of the Obligations or any part thereof shall in any manner entitle any Debtor to any right, title or interest in or to the Obligations or any collateral or security therefor, whether by subrogation or otherwise, unless and until all Obligations have been fully paid and satisfied and all agreements of the Lender to extend credit to or for the account of any Debtor expired or otherwise terminated. Each Debtor acknowledges that the lien and security interest hereby created and provided are absolute and unconditional and shall not in any manner be affected or impaired by any acts of omissions whatsoever of the Lender or any other holder of any Obligations, and without limiting the generality of the foregoing, the lien and security interest hereof shall not be impaired by any acceptance by the Lender or any other holder of any Obligations of any other security for or guarantors upon any of the Obligations or by any failure, neglect or omission on the part of the Lender or any other holder of any Obligations to realize upon or protect any of the Obligations or any collateral or security therefor (including, without limitation, impairment of collateral or failure to perfect security interest in collateral). The lien and security interest hereof shall not in any manner be impaired or affected by (and the Lender, without notice to anyone, is hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Obligations or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. The Lender may at its discretion at any time grant credit to any Debtor without notice to the other Debtors in such amounts and on such terms as the Lender may elect (all of such to constitute additional Obligations hereby secured) without in any manner impairing the lien and security interest created and provided for herein. In order to realize hereon and to exercise the rights granted the Lender hereunder and under applicable law, there shall be no obligation on the part of Lender or any other holder of any Obligations at any time to first resort for payment to any Debtor or to any guarantor of the Obligations or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and the Lender shall have the right to enforce this Agreement against any Debtor or any of its Trademarks or Licenses irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

20. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts and with different Schedules for certain counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

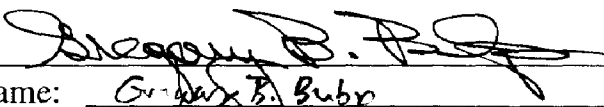
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

ECLIPSE, INC.

By 
Name: Gregory B. Bubp
Title: Vice President of Finance

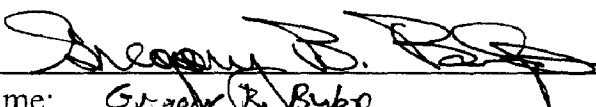
Address: 1665 Elmwood Road
Rockford, Illinois 61103

EXOTHERMICS, INC.

By 
Name: Gregory B. Bubp
Title: Agent

Address: 1665 Elmwood Road
Rockford, Illinois 61103

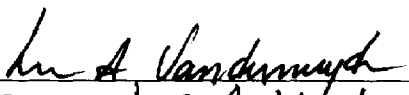
ECLIPSE COMBUSTION, INC.

By 
Name: Gregory B. Bubp
Title: Secretary/Treasurer

Address: 1665 Elmwood Road
Rockford, Illinois 61103

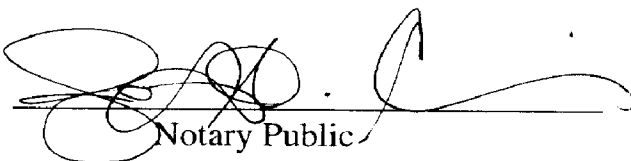
Accepted and agreed to in Chicago, Illinois as of this 29th day of December, 1999.

HARRIS TRUST AND SAVINGS BANK

By 
Name: Lee A. Vandermyde
Title: Vice President

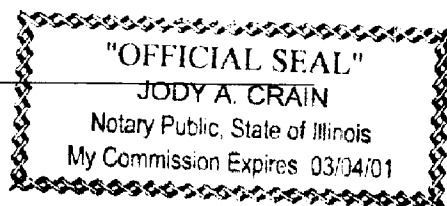
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 29th day of December, 1999, by Gregory B. Buby, personally known to me to be the V.P. of Finance, of Eclipse, Inc., an Illinois corporation, on behalf of such corporation.




Notary Public

My commission expires: _____



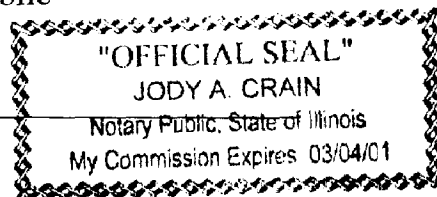
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 29th day of December, 1999, by Gregory B. Bubp, personally known to me to be the Agent, of Exothermics, Inc., an Illinois corporation, on behalf of such corporation.



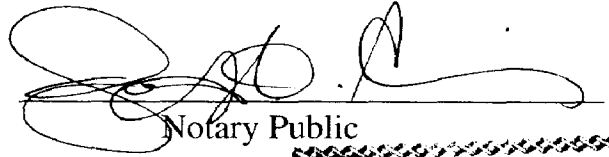
Notary Public

My commission expires: _____

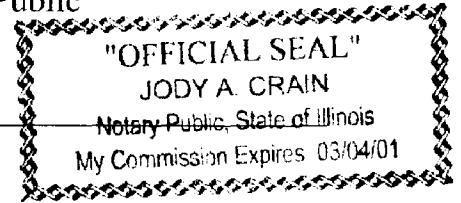


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 29th day of December, 1999, by Gregory B. Bupp, personally known to me to be the Secretary/Treasurer, of Eclipse Combustion, Inc., an Illinois corporation, on behalf of such corporation.

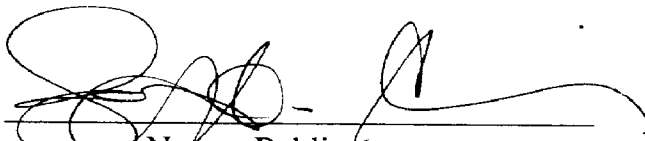

Notary Public

My commission expires: _____



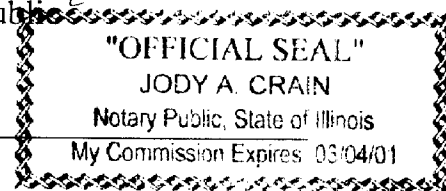
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 29th day of December, 1999, by Lee A. Vandromyde, personally known to me to be the Vice President, of Harris Trust and Savings Bank, an Illinois banking corporation, on behalf of such corporation.



Notary Public

My commission expires: _____



FEDERAL TRADEMARKS OF EXOTHERMICS, INC.

Exothermics, Inc.	Exo World Class Heat Exchangers	1999306	9/10/96
Exothermics, Inc.	Exo (Plus Design)	1951567	1/23/96

FEDERAL TRADEMARKS OF ECLIPSE COMBUSTION, INC., FORMERLY KNOWN AS
COMBUSTION TEC, INC.

Eclipse Combustion, Inc.	CTI, In Stylized Flame Design	2087352	8/12/97
Eclipse Combustion, Inc.	Primefire	2025552	12/24/96

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK

APPLICATION NO.

FILED

None

COMMON LAW MARKS AND TRADE NAMES

None

REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS

None

REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS

None

SCHEDULE B

to Trademark and License Security Agreement

LICENSES

None