

08-23-2001

8-1691



101820384

SHEET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement *Nunc Pro Tunc* Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) Information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

08/23/2001 GTOM11 00000023 74704780

01 FC:481
02 FC:482

40.00 OF
1900.00 OF

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="See attached Schedule A"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="See attached Schedule A"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Michael L. Dever

8/13/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name **New Pendulum Corporation**

05 31 01

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization **Delaware**

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

1. Registered Trademarks and Pending Applications:

Registration Number	Mark	Assignee	Filing Date	Application Number
2,078,397	REZORB	New Pendulum Corp.	06/27/95	74/704,780
1,970,206	SAFE WASTE	New Pendulum Corp.	06/15/95	74/698,143
1,984,069	SHOP DRI & Design	New Pendulum Corp.	06/16/95	74/698,224
1,945,905	STANDWICH & Design	New Pendulum Corp.	03/02/95	74/641,200
1,569,800	DUST BUNNY	New Pendulum Corp.	03/06/89	73/784,841
1,989,272	THE PORK AVENUE COLLECTION	New Pendulum Corp.	11/18/94	74/601,294
1,976,885	PIG'S FLEET	New Pendulum Corp.	06/26/95	74/707,493
2,030,904	SAFETY SELECT	New Pendulum Corp.	03/02/95	74/641,198
1,997,967	4 IN 1 & Design	New Pendulum Corp.	03/02/95	74/641,346
1,700,657	TRAFFIC MAT	New Pendulum Corp.	03/11/91	74/145,874

Registration Number	Mark	Assignee	Filing Date	Application Number
1,529,154	PIG SKIMMER	New Pendulum Corp.	12/07/87	73/699,542
2,013,583	1-800-DATA-HOG	New Pendulum Corp.	10/10/95	75/005,814
1,993,671	1-800-621-PIGS	New Pendulum Corp.	10/10/95	75/005,485
2,021,984	MACHINE BERM	New Pendulum Corp.	11/13/95	75/020,064
2,010,253	ONE GUN	New Pendulum Corp.	12/14/95	75/032,714
2,015,652	DRAIN SHIELD DRAIN BARRIER	New Pendulum Corp.	12/14/95	75/032,713
2,056,938	BUILD-A-BERM	New Pendulum Corp.	12/14/95	75/032,719
2,081,651	OINK!	New Pendulum Corp.	09/06/96	75/161,351
2,255,638	PIG & Design	New Pendulum Corp.	05/22/98	75/489,562
2,169,291	SAFE WASTE & Design	New Pendulum Corp.	03/31/97	75/266,305
1,991,037	PARTNERS IN GRIME	New Pendulum Corp.	05/08/95	74/676,345
1,697,685	RE-UZ-IT	New Pendulum Corp.	08/01/91	74/190,607
1,728,760	LITE-DRI	New Pendulum Corp.	08/28/91	74/199,010
1,786,367	1-800-HOT-HOGS	New Pendulum Corp.	02/10/92	74/244,926

Registration Number	Mark	Assignee	Filing Date	Application Number
1,803,104	NEW PIG PRODUCTIONS & Design	New Pendulum Corp.	02/10/92	74/244,774
1,769,517	PLUG-N-SEAL	New Pendulum Corp.	03/11/92	74/254,260
1,809,235	COLLAPSE-A-TAINER	New Pendulum Corp.	09/08/92	74/311,836
1,786,760	SPILLBLOCKER & Design	New Pendulum Corp.	08/18/92	74/305,286
1,808,664	DRAINBLOCKER & Design	New Pendulum Corp.	10/20/92	74/323,865
1,738,864	LEAPFROG	New Pendulum Corp.	10/24/90	74/110,542
1,762,235	HAZ-MAT PIG & Design	New Pendulum Corp.	12/21/90	74/126,187
1,429,718	PIG & Design	New Pendulum Corp.	07/21/86	73/610,718
1,429,719	PIG	New Pendulum Corp.	08/07/86	73/613,596
1,503,036	PIG-PAN & Design	New Pendulum Corp.	04/27/87	73/662,136
1,708,974	PIGALOG	New Pendulum Corp.	10/07/91	74/210,389
2,152,282	FOR A CLEAN WORKPLACE	New Pendulum Corp.	03/31/97	75/266,318
2,240,173	STAT-MAT	New Pendulum Corp.	04/14/97	75/273,811
2,144,633	SHOP DRI	New Pendulum Corp.	03/31/97	75/266,304

Registration Number	Mark	Assignee	Filing Date	Application Number
2,149,315	STANDWICH	New Pendulum Corp.	03/31/97	75/266,302
2,163,726	SPILLBLOCKER	New Pendulum Corp.	03/31/97	75/266,301
2,157,900	DRAINBLOCKER	New Pendulum Corp.	03/31/97	75/266,300
2,152,281	4 IN 1	New Pendulum Corp.	03/31/97	75/266,317
2,197,537	DRAIN SNOUT	New Pendulum Corp.	05/27/97	75/298,910
2,252,733	FOR A CLEAN WORKPLACE	New Pendulum Corp.	10/06/97	75/368,492
2,280,455	RIP-&-FIT	New Pendulum Corp.	09/29/97	75/364,812
2,322,832	HAM-O	New Pendulum Corp.	10/20/97	75/375,624
2,291,989	CLIP-&-FIT	New Pendulum Corp.	10/20/97	75/375,698
2,218,753	REENFORCER	New Pendulum Corp.	11/26/97	75/396,745
2,217,305	BLUE OX	New Pendulum Corp.	11/26/97	75/396,744
2,209,065	HOOFFMARK	New Pendulum Corp.	12/08/97	75/401,971
2,221,556	EVERCLEAN	New Pendulum Corp.	12/08/97	75/401,972
2,252,981	O'INK	New Pendulum Corp.	12/18/97	75/407,860

Registration Number	Mark	Assignee	Filing Date	Application Number
2,209,088	SWINESHINE	New Pendulum Corp.	12/18/97	75/407,467
2,275,570	4 ALL PIG	New Pendulum Corp.	12/29/97	75/411,933
2,256,707	PORKY PINE	New Pendulum Corp.	12/18/97	75/407,859
2,258,946	SPICED HAMD	New Pendulum Corp.	12/18/97	75/407,858
2,222,733	SOOEY	New Pendulum Corp.	12/29/87	75/411,934
2,207,302	SHOP'MINDERS	New Pendulum Corp.	01/08/98	75/418,555
2,224,315	HOOFFMARK	New Pendulum Corp.	02/05/98	75/429,567
2,255,561	FOR A CLEAN WORKPLACE	New Pendulum Corp.	05/04/98	75/479,088
2,275,961	STICKY STEPS	New Pendulum Corp.	06/22/98	75/506,585
2,288,005	LOGICAL LIVING	New Pendulum Corp.	10/21/98	75/574,773
2,282,331	DRAIN N' CONTAIN	New Pendulum Corp.	10/28/98	75/578,696
2,359,550	LEAPFROG	New Pendulum Corp.	11/20/98	75/592,960
2,311,453	BURPLESS	New Pendulum Corp.	11/25/98	75/595,227
2,338,022	BACON-BITS	New Pendulum Corp.	02/04/99	75/633,655

Registration Number	Mark	Assignee	Filing Date	Application Number
2,348,768	LEAPFROG	New Pendulum Corp.	07/29/99	75/763,262
	CRAZY 'BOUT CLEAN	New Pendulum Corp.	07/26/00	76/096,691
	CLEAN & Design	New Pendulum Corp.	07/26/00	76/096,705
	POLYPRO	New Pendulum Corp.	09/25/00	76/135,026
	WIPER WAREHOUSE	New Pendulum Corp.	10/31/00	76/156,770
	MAT TABLET	New Pendulum Corp.	11/30/00	76/173,485
	WIPER TABLET	New Pendulum Corp.	11/30/00	76/173,488
	CHAT MAT	New Pendulum Corp.	01/03/01	76/189,406
	SOLUTIONS FOR A CLEAN WORKPLACE	New Pendulum Corp.	02/07/01	76/206,120
	"Cartoon Pig Design"	New Pendulum Corp.	04/16/01	76/241,740
	CHAT SOCK	New Pendulum Corp.	03/16/01	76/226,989

2. Patents and Applications:

Registration Number	Application Number	Assignee	Filing Date
5,236,281	07/914,713	New Pig Corporation	07/15/92

Registration Number	Application Number	Assignee	Filing Date
5,402,835	08/246,153	New Pig Corporation	05/19/94
5,562,047	08/444,570	New Pig Corporation	05/19/95
5,184,751	07/905,775	New Pig Corporation	06/29/92
4,659,478	07/716,761	New Pig Corporation	03/27/85
5,597,418	08/496,332	New Pig Corporation	06/29/95
5,954,218	08/593,070	New Pig Corporation	01/29/96
5,676,185	08/645,872	New Pig Corporation	05/14/96
5,820,297	08/704,392	New Pig Corporation	08/27/96
5,888,604	08/650,968	New Pig Corporation	05/21/96
5,743,674	08/711,585	New Pig Corporation	09/10/96
5,771,507	08/841,048	New Pig Corporation	04/29/97
5,931,330	09/071,438	New Pig Corporation	05/01/98
6,216,720	09/351,891	New Pig Corporation	07/13/99
	09/726,828	Spilltech Industries	11/30/00

Registration Number	Application Number	Assignee	Filing Date
	09/737,147	New Pig Corporation	12/14/00

3. Copyrights:

none				

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), is made as of the _____ day of May, 2001, is entered into by and among NEW PIG CORPORATION, a Pennsylvania corporation, and NEW PENDULUM CORPORATION, a Delaware corporation (collectively the "Pledgors"), and FULTON BANK, a bank incorporated under the laws of the Commonwealth of Pennsylvania (the "Secured Party").

WHEREAS, Pledgors have executed and delivered promissory notes of even date (the "Notes") to the Secured Party pursuant to a certain Loan Agreement of even date between Pledgors and the Secured Party, among others, and various other loan documents (the "Loan Documents"). In addition, Pledgors have guaranteed the obligations of Spilltech Industries, Inc. to the Secured Party pursuant to the Guaranty and Suretyship Agreement of even date which is included in the Loan Documents. To secure the complete and timely satisfaction of all existing and further indebtedness and obligations of the Pledgors to the Secured Party under the Loan Documents (the "Obligations"), the Pledgors have agreed to grant a security interest to the Secured Party in certain patents, trademarks, copyrights and other property as security for such Notes and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms not otherwise defined herein shall have the meanings given to them in the Loan Agreement.
2. To secure the full prompt payment and performance of all Obligations and other liabilities of the Company, each of the Pledgors and each of the other Obligors now or hereafter existing under the Loan Agreement and the other Loan Documents, including, without limitation, principal, interest, Make-Whole Amount (if any), fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Pledgor hereby grants to Secured Party, for the benefit of the Purchasers and their respective Affiliates a security interest in, a general lien upon, and/or a general right of set-off against, (whether now owned or hereafter acquired by such Pledgor) the entire right, title and interest of each Pledgor in and to all patent applications, patents, United States trademark applications, registered United States trademarks, registered United States service marks and registered United States copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the goodwill of the business to which any of the patents, trademarks and copyrights relate, and all licenses or other agreements granted to such Pledgor with respect to any of the foregoing (collectively, the "Patents, Trademarks and Copyrights").

3. Each Pledgor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation for which a security interest is granted to Secured Party hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. Secured Party shall have no obligation or liability under any such license, interest or obligations by reason of or arising out of this Agreement or the grant of security interest thereof to Secured Party or the receipt by Secured Party of any payment relating to any such license, interest or obligation pursuant thereto, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of any Pledgor thereunder or pursuant thereto, or to make any payment, or to may any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. Each Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Secured Party's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology in the ordinary course of business without the Secured Party's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Secured Obligations shall have been indefeasibly satisfied in full, any Pledgor shall own any new registered trademarks or any new registered copyright or patent, or any filed patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any registered Patent, Trademark or Copyright or any material improvement on any registered Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Secured Party prompt notice thereof in writing. Each Pledgor and Secured Party agree to modify this Agreement by amending Schedule A to include any future applied for or registered patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Term Loan Agreement, those 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 Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Secured Party shall designate by notice to each Pledgor, or elsewhere, the whole or from time to time any part of such Pledgor's Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of its Patents, Trademarks and Copyrights all reasonable

costs and expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to such Pledgor. Notice of any sale or other disposition of any Pledgor's Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice each such Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Secured Party to use its Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under its Patents, Trademarks and Copyrights to any third person, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of its Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Secured Party hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Secured Party and the Purchasers.

8. At such time as Pledgors shall have indefeasibly paid in full all of the Secured Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to each Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgor full title to its Patents, Trademarks and Copyrights, subject to any proper disposition thereof which may have been made by Secured Party pursuant hereto and in accordance herewith.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Secured Party and Purchasers in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of each Pledgor's Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors, jointly and severally, within fifteen (15) days of written demand accompanied by documented amounts by Secured Party and/or Purchasers, and if not

paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Term Loan Agreement.

10. No course of dealing between any Pledgor and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

12. 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 clause or provision of this Agreement in any jurisdiction.

13. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

14. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

15. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania.

16. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Purchasers of signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers or agents thereunto duly authorized, as of the date first above written.

NEW PIG CORPORATION

By: B. E. Stapelfeld (SEAL)
Name: B. E. STAPELFELD
Title: Chairman

NEW PENDULUM CORP.

By: B. E. Stapelfeld (SEAL)
Name: B. E. STAPELFELD
Title: Chairman

FULTON BANK

By: Stephen D. Starn
Name: Stephen D. Starn
Title: Sr. Vice President

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**


**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None

CERTIFICATION

I hereby certify that the Patent, Trademark and Copyright Security Agreement from New Pig Corporation and New Pendulum Corporation to Fulton Bank is a true and exact copy of the original Patent, Trademark and Copyright Security Agreement.

8/14/01
Date


Vicki Cremonese
Vicki Cremonese
Notary Public

Notarial Seal
Vicki Cremonese, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 8, 2003
Member, Pennsylvania Association of Notaries