

03-03-1999

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To the Honorable Commissioner of Patents



Send original documents or copy thereof.

1. Name of conveying party(ies):  
Foam Fabricators, Inc.

100979102

*Mr. 2-26-99*

Name of receiving party(ies)

Name: General Electric Capital Corporation, as agent  
Internal Address: Attn: Timothy J. Rafanello

Street Address: 350 South Beverly Drive  
Suite 200  
City: Beverly Hills State: CA ZIP: 90212

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

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New York
- 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

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

3. Nature of conveyance:

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

Execution Date: February 25, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,471,663

Additional numbers attached?  Yes  No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn

03/02/1999 JSHABAZZ 00000212 200052 1471663

01 FC:481 40.00 CH

Street Address: 2049 Century Park E.  
Suite 2100

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(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.

Sara J. Hoehn  
Legal Assistant

*Sara J. Hoehn*

February 25, 1999

Name of Person Signing

Signature

Date

*Christine E. Wilson*

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

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of February 25, 1999, is made by FOAM FABRICATORS, INC., a Delaware corporation ("Borrower"), FOAM FAB, INC., a Delaware corporation ("Foam Fab"), and FOAM FABRICATORS MEXICO, S. de R.L. de C.V., a Mexican variable capital limited liability partnership ("Foam Fabricators Mexico") (Borrower, Foam Fab and Foam Fabricators Mexico being referred to collectively as "Grantors" and each individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

### RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantors, Lenders and Agent (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Agent and Lenders to extend the financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Security Agreement of even date herewith made by Grantors in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Patent, Trademark and Copyright Security Agreement.

### 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, Grantors and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates

otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing first priority Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto, and all reissues, continuations or extensions thereof;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto, and all reissues, continuations or extensions thereof;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto, and all reissues, continuations or extensions thereof;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement or dilution of any Copyright, Copyright License, Trademark or Trademark License, or (C) injury to the Goodwill associated with any License, Patent, Trademark or Copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the

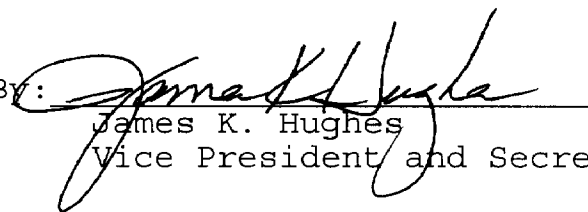
Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

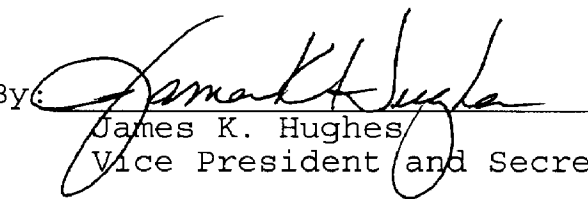
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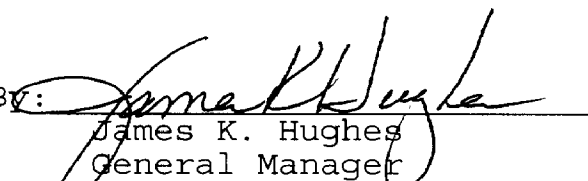
IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

FOAM FABRICATORS, INC.

By:   
James K. Hughes  
Vice President and Secretary  
FOAM FAB, INC.

By:   
James K. Hughes  
Vice President and Secretary  
FOAM FABRICATORS MEXICO,  
S. de R.L. de C.V.

By:   
James K. Hughes  
General Manager

Accepted as of February 25, 1999:

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By:   
Timothy J. Rafanello  
Duly Authorized Signatory

**ACKNOWLEDGMENT OF INSTRUMENTS**

STATE OF CALIFORNIA )  
 )  
 ) SS.  
COUNTY OF LOS ANGELES )

On February 24, 1999 before me, the undersigned notary public in and for said state, personally appeared James K. Hughes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person ~~(s)~~ whose name ~~(s)~~ is/~~(s)~~ subscribed to the within instrument and acknowledged to me that he/~~(s)~~/~~(s)~~ executed the same in his/~~(s)~~/~~(s)~~ authorized capacity~~(ies)~~, and that by his/~~(s)~~/~~(s)~~ signature ~~(s)~~ on the instrument, the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



STATE OF CALIFORNIA )  
 )  
 ) SS.  
COUNTY OF LOS ANGELES )

On February 24, 1999 before me, the undersigned notary public in and for said state, personally appeared Timothy J. Rafanello, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person ~~(s)~~ whose name ~~(s)~~ is/~~(s)~~ subscribed to the within instrument and acknowledged to me that he/~~(s)~~/~~(s)~~ executed the same in his/~~(s)~~/~~(s)~~ authorized capacity~~(ies)~~, and that by his/~~(s)~~/~~(s)~~ signature ~~(s)~~ on the instrument, the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



SCHEDULE I  
(PART A)

PATENTS

NONE.

SCHEDULE I  
(PART B)

TRADEMARK

<u>Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
Foam Fabricators	1,471,663	January 5, 1988



SCHEDULE I  
(PART C)

COPYRIGHTS

NONE.