

05-07-1999

JRM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

RECORDATI  
5-7-99 **TRAD**



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

101032537

Documents or copy thereof.

1. Name of conveying party(ies):

Morgan Products Ltd.

- Individual(s)
- General Partnership
- Corporation (Delaware)
- Other
- Association
- Limited Liability

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

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

Name: Fleet Capital Corporation  
Internal Address: 200 West Madison Street  
City: Chicago State: IL ZIP: 60606

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- 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

3. Nature of conveyance:

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

Execution Date: February 19, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,358,046      1,511,794  
1,504,856

*TM*

Additional numbers attached?  Yes  No

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

Name: VEDDER,PRICE, KAUFMAN & KAMMHOLZ

Attention: Tammy S. Settle

Internal Address:

Street Address: 222 North LaSalle Street  
Suite 2600

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total Fee (37 CFR 3.41) ..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit account (Any Deficiencies)

8. Deposit account number: 22-0259

(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.

Tammy S. Settle  
Name of Person Signing

*Tammy S. Settle*  
Signature

May 6, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

05/13/1999 DNGUYEN 00000318 1358046

01 FC:481      40.00 OP  
02 FC:482      50.00 OP

TRADEMARK  
REEL: 1893 FRAME: 0119

## AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT (the "Trademark Amendment") dated as of February 19, 1999, is made to that certain Trademark and License Security Agreement dated as of February 3, 1998 (as amended, the "Trademark Agreement") by Morgan Products Ltd., a Delaware corporation, having an office at 469 McLaws Circle, Williamsburg, Virginia 23185 ("Borrower"), in favor of Fleet Capital Corporation, a Rhode Island corporation having an office at 200 West Madison Street, Chicago, Illinois 60606, ("FCC") as agent for the lenders (in such capacity, "Agent") pursuant to that certain Amended and Restated Loan and Security Agreement (as amended from time to time, the "Loan Agreement") dated as of February 3, 1998 by and among Borrower, the lenders signatories thereto ("Lenders") and FCC, individually as a Lender and as Agent.

### WITNESSETH:

WHEREAS, the Borrower, the Lenders and the Agent have entered into that certain Second Amendment to Amended and Restated Loan and Security Agreement (the "Second Amendment") of even date herewith, pursuant to which the Lenders have agreed to make additional loans, advances and financial accommodations (collectively, the "Loans") to the Borrower for the purpose of financing the acquisition of certain assets of Adam Wholesalers, Inc.; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the execution of the Second Amendment and the making of the Loans to Borrower, that the Borrower execute this Trademark Amendment in order to grant the Agent, for its benefit and the ratable benefit of the Lenders, a first priority security interest in all trademarks, licenses and related assets acquired (i) from Adam Wholesalers, Inc. and (ii) otherwise since February 3, 1998 to secure the prompt and complete payment, observance and performance of all of Borrower's obligations and liabilities under the Loans, the Loan Agreement, and all of the other instruments, documents and agreements executed and delivered by Borrower to Agent in connection with the Second Amendment and the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Schedules A and B to the Trademark Agreement are hereby amended by deleting them in full and substituting respectively therefor Schedules A and B attached hereto and made a part of both this Trademark Amendment and the Trademark Agreement.
2. Except as specifically provided herein, the Trademark Agreement shall remain in full force and effect and is hereby in all respects ratified and confirmed.

3. This Trademark Amendment may be executed in any number of counterparts and by different parties hereto in separate 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.

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

MORGAN PRODUCTS LTD.,  
a Delaware corporation

By: Mitchell J. Lahr  
Name: Mitchell J. Lahr  
Title: VP-CFO & SECRETARY

ATTEST:

By: Jennifer P. Cook  
Its: ASSISTANT SECRETARY

(SEAL)

Accepted and agreed to as of this 19 day of  
February, 1999.

FLEET CAPITAL CORPORATION,  
as Agent and Lender

By: \_\_\_\_\_  
Its: \_\_\_\_\_

2. Except as specifically provided herein, the Trademark Agreement shall remain in full force and effect and is hereby in all respects ratified and confirmed.

3. This Trademark Amendment may be executed in any number of counterparts and by different parties hereto in separate 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.

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

MORGAN PRODUCTS LTD.,  
a Delaware corporation

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

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(SEAL)

Accepted and agreed to as of this 19<sup>th</sup> day  
of February, 1999.

FLEET CAPITAL CORPORATION,  
as Agent and Lender

By: *[Signature]*  
Its: *SVP*

VPCHI01/#429631

TRADEMARK  
REEL: 1893 FRAME: 0122

STATE OF Virginia )  
 )  
COUNTY OF James City )

SS

The foregoing Amendment to Trademark and License Security Agreement was executed and acknowledged before me this 18<sup>th</sup> day of February, 1999 by Mitchell J. Laber personally known to me to be the VP-CFO of MORGAN PRODUCTS LTD., a Delaware corporation, on behalf of the corporation.

(SEAL)

Charles E. Day  
Notary Public

My commission expires: 7/31/01

STATE OF Virginia )  
 )SS  
COUNTY OF James City )

The foregoing Amendment to Trademark and License Security Agreement was executed and acknowledged before me this 18<sup>th</sup> day of February, 1999 by JENNIFER P. COCK personally known to me to be the Assistant Secretary of MORGAN PRODUCTS LTD., a Delaware corporation, on behalf of the corporation.

(SEAL)

Charlotte Day Nunn  
Notary Public

My commission expires: 7/31/01

**SCHEDULE A**  
**to Trademark and License Security Agreement**

**REGISTERED U.S. TRADEMARKS**

MORGAN, U.S. Registration No. 1,358,046, dated September 3, 1985. (Declaration of use filed and approved December 20, 1991.)

MORGAN and design, U.S. Registration No. 1,504,856, dated September 20, 1988. (Declaration of use filed and approved November 10, 1993 and March 31, 1994.)

MOR-TRIM, U.S. Registration No. 1,511,794, dated November 8, 1988. (Declaration of use filed and approved July 7, 1994).

**REGISTERED STATE TRADEMARKS**

Morgan Magic, Serial No. 00584316 (Wisconsin), dated November 28, 1984.

**TRADEMARK APPLICATIONS**

None.

**UNREGISTERED TRADEMARKS/TRADENAMES**

All rights to the name "Adam Wholesalers, Inc." and all logos, tradestyles and variants thereof and all existing and pending registrations or applications in connection with the foregoing.

**SCHEDULE B**  
**to Trademark and License Security Agreement**

**TRADEMARK LICENSES**

TRADEMARK	LICENSEE	TERM OF LICENSE
Morgan Stairways	Texmar Corp. Marmac Corp.	3 years from 11/29/91 with automatic annual renewals unless notification is given.
Morgan Morgan/Doorman "M" design mark Morgan/Doorman design mark	Jeld-Wen, Inc.	Perpetual from 2/2/98, with the right to terminate in the event of an uncured material breach of the Agreement, and other specified events.

VPCHI01/#429631

RECORDED: 05/07/1999

TRADEMARK  
REEL: 1893 FRAME: 0126