

03-31-2000



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RECORDATION FORM COVER 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

Merger Change of Name

Effective Date
Month Day Year

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Mid-America Automotive, Inc.

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 Fleet Capital Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 15260 Ventura Boulevard, Suite 400

Address (line 2) _____

Address (line 3) Sherman Oaks

California

91403

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

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(40.00 DP)

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

TRADEMARK
REEL: 002041 FRAME: 0970

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Thomas P. Betournay, Vice-President

Address (line 1) Fleet Capital Corporation

Address (line 2) 15260 Ventura Boulevard, Ste. 400

Address (line 3) Sherman Oaks, CA 91403

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 714 668-6225

Name Catherine Patton, Esq.

Address (line 1) Paul, Hastings, Janofsky & Walker LLP

Address (line 2) 695 Town Center Drive, 17th Floor

Address (line 3) Costa Mesa, CA 92626

Address (line 4)

Pages

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

5

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)

2,021,301

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed

Deposit Account

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.

Catherine Patton, Esq.

Name of Person Signing

Catherine Patton

Signature

2/24/00

Date Signed

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of January 18, 2000, by and between MID-AMERICA AUTOMOTIVE, INC., an Oklahoma corporation ("Assignor"), and FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Assignee") and amends that certain Intellectual Property Security Agreement between Assignor and Assignee dated as of June 15, 1999, and recorded with the U.S. Patent and Trademark Office on September 28, 1999, at Reel 001968, Frame 0666 with respect to Trademarks, and at Reel ~~1010299~~, Frame 0452 with respect to Patents.

RECITALS

A. Assignor, Assignee and certain other parties are parties to that certain Loan and Security Agreement, dated as of March 10, 1998, as amended, pursuant to which Assignee has been providing financial accommodations to Assignor on the terms and conditions set forth therein. (Said Loan and Security Agreement, as in effect from time to time, together with all exhibits and schedules thereto, is hereinafter referred to as the "Original Loan Agreement").

B. Contemporaneously with the execution of this Amendment, the Original Loan Agreement is being restated and amended pursuant to that certain Restated and Amended Loan and Security Agreement of even date herewith (the "Restated Loan Agreement") by and among Assignor, the other "Borrowers" party thereto, Assignor as the sole initial "Lender" thereunder, and Assignor as the agent (in such capacity "Agent") for the "Lenders" from time to time a party to the Restated Loan Agreement.

C. Assignor and Assignee wish to amend the Intellectual Property Security Agreement to reflect that, from and after the effectiveness of the Restated Loan Agreement, all rights previously held by Assignor for its own account will be held by Assignor as Agent under the Restated Loan Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Amendments to Intellectual Property Security Agreement. From and after the date of this Amendment, as used in connection with the Intellectual Property Security Agreement:

- a. the terms "Original Loan Agreement", "Restated Loan Agreement", and "Agent" shall have the meanings given to them in this Amendment;
- b. the term "Loan Agreement" shall mean "the Original Loan Agreement, as restated and amended by the Restated Loan Agreement as in effect from time to time; and
- c. the term "Assignor" shall mean "Fleet Capital Corporation, as Agent", and Agent shall hold and be entitled to exercise all of the rights and powers of Assignor thereunder.

2. Ratification. Except as specifically modified by this Amendment, all provisions of the Intellectual Property Security Agreement shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

4. California Law and Jurisdiction. This Amendment shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the exclusive jurisdiction of any state or federal court located in Los Angeles County, California.

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

Assignor:

MID-AMERICA AUTOMOTIVE, INC.

By: 

Dean Leuck

Chief Executive Officer

Assignee:

FLEET CAPITAL CORPORATION, for itself and
as Agent

By: 

Thomas P. Betournay

Vice President

EXHIBIT A

COPYRIGHTS AND COPYRIGHT LICENSES

As of the date hereof, Assignor owns no copyrights or copyright licenses.

AMENDMENT TO IP SECURITY AGREEMENT
(Mid-America Automotive, Inc.)

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TRADEMARK
REEL: 002041 FRAME: 0974

EXHIBIT B

PATENTS AND PATENT LICENSES

Federal Patents and/or Patent Licenses

<u>Patent</u>	<u>Registration Number</u>	<u>Issue Date</u>	<u>Owner</u>
Universal Stainless Steel Truck Bumper	5,139,296	08/18/92	Mid-America Automotive Products, Inc.
Stainless Steel Truck Step and Adjustable Support Rod	5,501,475	03/26/96	Mid-America Automotive, Inc.
Swivel Truck Step	5,897,125	04/27/99	Mid-America Automotive Products, Inc.
Bed Rail Mount with Concealed Attachment	5,904,458	05/18/99	Mid-America Automotive Products, Inc.

Federal Patents Licensed from Other Parties

<u>Patent</u>	<u>Registration Number</u>	<u>Licensor</u>
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NONE AS OF THE DATE HEREOF

EXHIBIT C

TRADEMARKS AND TRADEMARK LICENSES

Federal Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Issue Date</u>	<u>Owner</u>
Stainlesseagle	2,021,301	12/03/96	Mid-America Automotive, Inc.

Federal Trademarks Licensed from Other Parties

<u>Trademark</u>	<u>Registration Number</u>	<u>Licensor</u>
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NONE AS OF THE DATE HEREOF