

09-06-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101449392

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**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 Amendment, Acknowledgment and Confirmation of Memorandum of Security Agreement
 - Other
- Effective Date
Month Day Year

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.)

09/06/2000 JSHABAZZ 00000009 75579782

FOR OFFICE USE ONLY

01 FC:461 40.00 DP
02 FC:462 325.00 DP

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

TRADEMARK
REEL: 002131 FRAME: 0168

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

(215) 977-2544

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)

Number of Properties

Enter the total number of properties involved.

#

14

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

365.00

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.

Robert F Zielinski

Name of Person Signing

[Signature]

Signature

7/19/2000

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

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

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)

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Registration Number(s)

1313300	<input type="text"/>	<input type="text"/>
1057285	<input type="text"/>	<input type="text"/>
637297	<input type="text"/>	<input type="text"/>
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**AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF
MEMORANDUM OF SECURITY AGREEMENT**

THIS AMENDMENT, ACKNOWLEDGMENT AND CONFIRMATION OF MEMORANDUM OF SECURITY AGREEMENT ("Amendment") is made this 27th day of June, 2000, by and between **ALL-LUMINUM PRODUCTS, INC.**, a Pennsylvania corporation with an address at 10981 Decatur Street, Philadelphia, PA 19154-3289 (the "**Grantor**"), and **FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A.**, with an address at Broad and Chestnut Streets, Philadelphia, PA 19107 ("**Grantee**").

BACKGROUND

A. Pursuant to the terms of that certain Amended and Restated Loan and Security Agreement by and between Grantor and Grantee dated January 28, 1993, as amended (collectively, the "**Loan Agreement**"), Grantor granted to Grantee a security interest in certain Patents and Marks and the goodwill associated with each of the foregoing, all as collateral for certain credit facilities, including, without limitation, a certain revolving line credit in the original principal amount of Twenty Million Dollars (\$20,000,000.00) (the "**Line of Credit**"). The Grantee's security interest is further evidenced by that certain Memorandum of Security Agreement by and between Grantor and Grantee dated June 17, 1997 and recorded with the Patent and Trademark Office on September 4, 1997 (the "**Memorandum**"), a copy of which is attached hereto.

B. On December 28, 1999, Grantor and Grantee amended and restated the Loan Agreement, as evidenced by that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement (such Second Amended and Restated Revolving Credit, Term Loan and Security Agreement, as it may hereafter be amended, extended, supplemented or restated is referred to herein as the "**A&R Loan Agreement**"), pursuant to which Grantor and Grantee agreed to, inter alia, (i) convert the Line of Credit to a committed facility; (ii) increase the maximum principal amount of the Line of Credit from Twenty Million Dollars (\$20,000,000.00) to Twenty-Five Million Dollars (\$25,000,000.00) (the "**Revolving Loan**"); and (iii) extend to Grantor a revolving equipment line of credit in the original principal amount of up to One Million Dollars (\$1,000,000.00) (the "**Equipment Line Facility**").

C. In connection with the A&R Loan Agreement, Grantor and Grantee have agreed to amend and confirm the terms of the Memorandum to, inter alia, (i) specifically secure, without limitation, the Grantor's obligations under the Revolving Loan and the Equipment Line Facility, and (ii) specifically include, without limitation, certain new trademarks obtained by Grantor.

D. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the Memorandum.

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

1. **Security Agreement.** The definition of "Security Agreement" contained in the fourth paragraph of the Memorandum is hereby amended to specifically include, without limitation, the A&R Loan Agreement, as the same may be amended from time to time.

2. **New Trademarks. Exhibit "A"** to the Memorandum is hereby amended to specifically include, without limitation, each of the following:

TRADEMARK	REGISTRATION/SERIAL NUMBER
OUR BUSINESS IS GROWING	S/N 75-159,367 R/N 2,079,352
SPORTSMAN'S CHOICE	S/N 74-183,010 R/N 1,703,324
BODY FORM	S/N 74-144,446 R/N 1,774,681
JUNETI JUVANT	S/N 71-693,708 R/N 637,297
SHOE JUICE	S/N 75-151,506 R/N 2,079,288
PRO ACTION	S/N 73-816,598 R/N 1,166,385
SUMMER BREEZE	S/N 75-579,782

3. **Ratification and Confirmation.** As amended hereby, all of the terms and conditions of the Memorandum, all documents in connection therewith and all liens, security interests, rights and remedies granted therein, remain in full force and effect and are hereby ratified, confirmed and continued as security for all obligations of Grantor to Grantee, including, without limitation, all obligations under and in connection with the Revolving Loan and the Equipment Line Facility and all other obligations of Grantor to Grantee under the A&R Loan Agreement.

4. **Binding Effect.** This Amendment shall be binding upon the successors, assigns and personal representatives of Grantor and shall inure to the benefit of the successors and assigns of Grantee.

5. **Severability.** The provisions of this Amendment are deemed to be severable and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

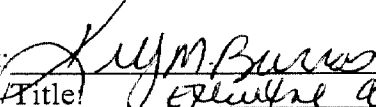
7. **Headings.** The headings of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

ALL-LUMINUM PRODUCTS, INC.

By: 
Ira Cohen, Executive Vice President

(CORPORATE SEAL)

Attest: 
Name/Title: Executive Assistant

FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A.

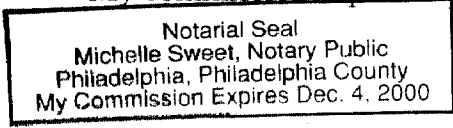
By: 
John P. Brady, Vice President

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF Phila :

On this, the 27 day of June, 2000, before me, a Notary Public, personally appeared Ira Cohen who acknowledged himself to be the Executive Vice President of **All-Luminum Products, Inc.**, a Pennsylvania corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle Sweet
Notary Public
My commission expires:

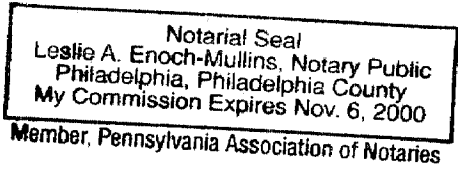


COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF Philadelphia :

On this, the 30th day of June, 2000, before me, a Notary Public, personally appeared John P. Brady who acknowledged himself to be a Vice President of **First Union National Bank**, successor by merger to CoreStates Bank, N.A., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Grantee himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Leslie A. Enoch-Mullins
Notary Public
My commission expires:



MEMORANDUM OF SECURITY AGREEMENT

THIS MEMORANDUM OF SECURITY AGREEMENT dated as of June 17, 1997, is made by **ALL-LUMINUM PRODUCTS, INC.**, a Pennsylvania corporation with an address a 10981 Decatur Street, Philadelphia, PA 19154-3289 ("**Grantor**"), in favor of **CORESTATES BANK, N.A.**, which also does business as Philadelphia National Bank, CoreStates First Pennsylvania Bank and Hamilton National Bank, a national banking association, with an address at Broad and Chestnut Streets, Philadelphia, PA 19107 ("**Grantee**").

WHEREAS, Grantor is the owner of the trademarks and trademark registrations listed on Schedule "A" attached hereto (collectively, the "**Marks**"); and

WHEREAS, Grantor is the owner of the patents and patent registrations listed on Schedule "B" attached hereto (collectively, the "**Patents**"); and

WHEREAS, under a certain Amended and Restated Loan and Security Agreement dated January 28, 1993 between Grantor and Grantee, as amended (the "**Security Agreement**"), Grantor has granted to Grantee a security interest in certain of its assets, including general intangibles (which includes the Marks, Patents, and the goodwill associated therewith) to secure the payment and performance of certain liabilities and obligations owed by the Grantor to the Grantee; and

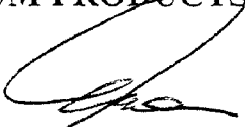
WHEREAS, Grantor and Grantee by this instrument seek to expressly confirm and record the grant of a security interest in the Marks, the Patents and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby acknowledge that it has granted to Grantee a first priority security interest in, to and under (i) the Marks and the goodwill associated therewith; (ii) the Patents and the goodwill associated therewith; and (iii) the rights, interests, and benefits of the foregoing, including without limitation any claim of the foregoing, and any claim of the Grantor against any third party for past, present and future infringement or dilution of any of the Marks or Patents, or for injury to the goodwill associated with any of the Marks or Patents.

AND Grantor also acknowledges and confirms that the rights and remedies of Grantee with respect to the security interests in the Marks and the Patents granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has caused this Memorandum of Security Agreement to be duly executed by its proper corporate officers and its common or corporate seal to be hereunto affixed as of the day and year first above written.

ALL-LUMINUM PRODUCTS, INC.

By: 
Ira Cohen, Executive Vice President

[CORPORATE SEAL]

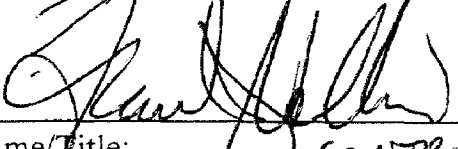
Attest: 
Name/Title: FRANK VELLUCCI CONTROLLER

EXHIBIT "A"

TRADEMARKS

TRADEMARK	REGISTRATION/SERIAL NUMBER
SAFARI CAMP	S/N 74-488,288 R/N 2,079,532
CAMPERS' KITCHEN	R/N 1,334,318
DUX-BAK	R/N 1,882,262
BIG BUCK (Stylized letters)	R/N 1,313,300
BIG BUCK (Design)	R/N 1,057,285
BIG BUCK	R/N 637,297
KING CLUB	S/N 75-232,896

EXHIBIT "B"

PATENTS

PATENT	PATENT NUMBER
ARM FOR FOLDING BEACH CHAIR	D338,791

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF Philadelphia

:

SS.

:

On this, the 21 day of August, 1997, before me, a Notary Public, personally appeared Ira Cohen, who acknowledged himself to be the Executive Vice President of **All-Luminum Products, Inc.**, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle Sweet

Notary Public

My commission expires:

Notarial Seal
Michelle Sweet, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Dec. 4, 2000