

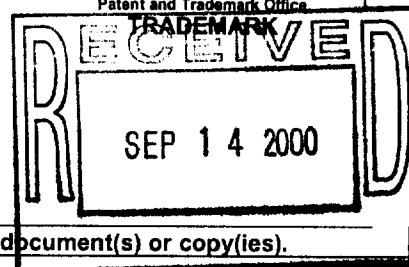
09-27-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



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

Submission Type

New 9-14-00

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

Other

Effective Date
Month Day Year
 07 10 00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
 07 10 00

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)

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/26/2000 MTHAI1 00000441 2276331

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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: 002148 FRAME: 0409

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 Gary M. Krasna, Esq.

Address (line 1) 1900 Corporate Blvd., N.W.

Address (line 2) Suite 301 W

Address (line 3) Boca Raton, Florida 33431

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)

2276331
2311039
2344865

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Gary M. Krasna

September 13, 2000

Name of Person Signing

Signature

Date Signed

**FIRST AMENDMENT TO TRADEMARK AND LETTERS PATENT SECURITY
AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK AND LETTERS PATENT SECURITY AGREEMENT, dated as of July 10, 2000, is entered into by and between CAPITAL TEMPFUNDS, INC., a North Carolina corporation (herein called "Secured Party") and Vector Products, Inc. d/b/a Vector Manufacturing, Ltd., a Florida corporation (herein called "Debtor").

RECITALS:

WHEREAS, Debtor and Secured Party are parties to a **TRADEMARK AND LETTERS PATENT SECURITY AGREEMENT** dated as of December 4, 1998 (hereinafter referred to as the "Agreement"), which Agreement was recorded in the records of the United States Patent and Trademark Office on February 8, 1999 in Reel 9747, Frame 0820, as may have been amended from time to time; and

WHEREAS, Debtor and Secured Party are parties to a Loan and Security Agreement dated December 4, 1998, as amended on August 31, 1999, January 31, 2000, February 28, 2000 and of even date herewith; and

WHEREAS, since the date of the recordation of the Agreement, the Debtor has applied for additional Trademarks and Letters Patent (as defined in the Agreement), and some of such Trademarks and Letters Patent have been registered by the United States Patent and Trademark Office; and

WHEREAS, the parties wish to include these after-acquired Trademarks and after-acquired Patents (as such terms are defined in the Agreement), within the security interest granted by the Debtor to the Secured Party under the terms of the Agreement.

AGREEMENT

IN CONSIDERATION of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Schedule A to the Agreement is amended by the addition of Schedule A-1, attached hereto, and Debtor hereby grants to Secured Party a security interest in those Trademarks and Letters Patent described on Schedule A-1, upon the terms and conditions set forth in the Agreement.
3. Upon the effectiveness of this Amendment, each reference in the Agreement to the "Agreement", "hereunder", "herein", "hereof", or words of like import referring to the Agreement shall mean

and be a reference to the Agreement as amended by this Amendment. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement

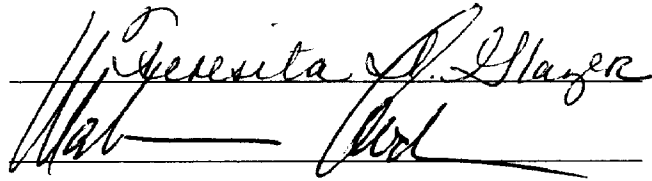
4. This Amendment shall be deemed to be a contract under and subject to and shall be construed for all purposes and in accordance with the laws of the State of North Carolina.

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

6. Except as above amended, the Agreement remains in full force and effect, and binding on the Debtor, without any defenses, setoffs or counterclaims of any kind whatsoever.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment, which shall be effective with the date of the Amendment.

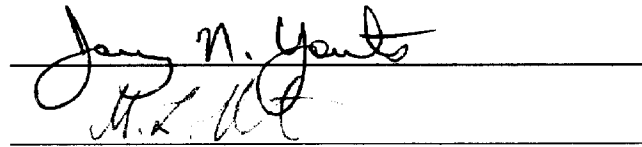
Witnesses:



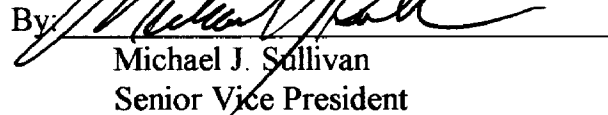
Vector Products, Inc.
d/b/a Vector Manufacturing, LTD.

By: 

Witnesses:



CAPITAL TEMPFUNDS, INC.,
a North Carolina corporation

By: 

Michael J. Sullivan
Senior Vice President

SCHEDULE A-1
TO
FIRST AMENDMENT TO TRADEMARK AND LETTERS PATENT
SECURITY AGREEMENT

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>
POWER FORCE	2,276,331	September 7, 1999
BULLET BEAM	2,311,039	January 25, 2000
POCKET POWER	2,344,865	April 25, 2000