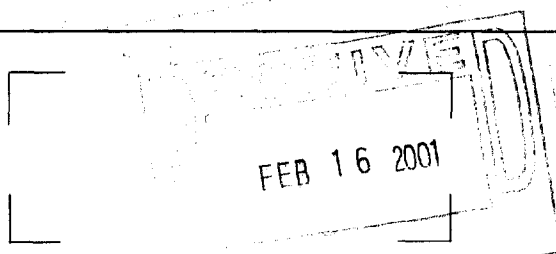


02-28-2001



101623196



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

2-16-01

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
- Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

7568906

- 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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- 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

02/27/2001 DBYRNE 00000209 75688026

01 FC:481 40.00 OP
02 FC:482 350.00 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: 002241 FRAME: 0234

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

[Empty box for Name]

Address (line 1)

[Empty box for Address (line 1)]

FEB 16 2001

Address (line 2)

[Empty box for Address (line 2)]

Address (line 3)

[Empty box for Address (line 3)]

Address (line 4)

[Empty box for Address (line 4)]

Correspondent Name and Address

Area Code and Telephone Number

(619) 699-2532

Name

Kevin Cahill

Address (line 1)

Luce, Forward, Hamilton & Scripps

Address (line 2)

600 West Broadway, Suite 600

Address (line 3)

San Diego, CA 92101

Address (line 4)

[Empty box for Address (line 4)]

Pages

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

#

6

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)

75/688,026 75/688,029 75/759,502

1,949,001 2,257,846 2,261,347

75/688,027 75/759,501 75/759,500

[Empty box] [Empty box] [Empty box]

75/704,633 75/704,635 75/506,378

[Empty box] [Empty box] [Empty box]

Number of Properties

Enter the total number of properties involved.

#

15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

300.00

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:

#

50-0886

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.

Kevin A. Cahill

Kevin A. Cahill

February 5, 2001

Name of Person Signing

Signature

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)

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)

MEMORANDUM OF SECURITY AGREEMENT IN TRADEMARKS


Randall International LLC, a Delaware Limited Liability Company, whose address is 2885 Loker Avenue East, Carlsbad, California 92008-6626 ("Debtor"), does hereby grant to Imperial Bank, whose address is 701 "B" Street, Suite 600, San Diego, California 92101 ("Creditor"), a security interest in and collaterally assigns to Creditor or all of Debtor's now owned or hereafter acquired right, title and interest in and to (i) the trademark registrations and other trademarks which are identified on **Schedule "A"** attached hereto and incorporated herein, together with all extensions and renewals thereof, (ii) the trademark applications which are identified on **Schedule "A"**, together with any and all trademark registrations resulting therefrom (collectively the "Trademarks"), and (iii) all goodwill and assets of the business symbolized by or associated with such Trademarks, and actions for infringement or violation concerning the foregoing.

The terms and conditions of the security interest granted hereby are contained in that certain Intellectual Property Security Agreement (the "Agreement") dated as of January 2, 2001, between Debtor and Creditor as security for Debtor's performance of Debtor's obligations as set forth in the Agreement. Nothing contained in this Memorandum of Security Agreement in Trademarks shall be construed as limiting any interest which Creditor may have in any other collateral described in the Agreement or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum effective as of January 2, 2001.

"LENDER"

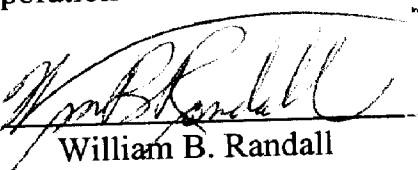
Imperial Bank

By: 

Stephen M. Cusato
Its: Senior Vice President

"BORROWER"

Randall International LLC, a Delaware Limited Liability Company

By: Randall International, a California Corporation
By: 

William B. Randall
Its: President

STATE OF CALIFORNIA

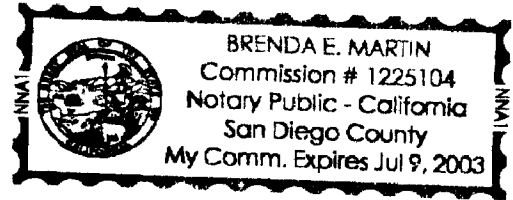
COUNTY OF San Diego

}
}ss
}

On 1-15-01, before me, Brenda E Martin Notary Public, personally appeared Don Randall personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ 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 Brenda E. Martin (This area for official notarial seal)



STATE OF CALIFORNIA

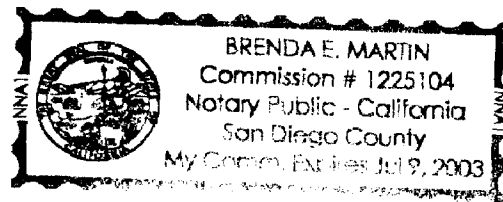
COUNTY OF San Diego

}
}ss
}

On 1-19-01, before me, Brenda E Martin Notary Public, personally appeared Stephen M Luoto personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ 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 Brenda E. Martin (This area for official notarial seal)



SCHEDULE "A"**Registered Trademarks**

Owner/ Applicant	Country of Registration	Registration No.	Mark	Class/ Products
Randall	United States	1,949,001	Golfer's Defense	Int. Cl. 3
Randall	United States	2,257,846	Sun Defense	Int. Cl. 3
Randall	United States	2,261,347	Windows	Int. Cl. 3

Pending Trademark Applications

Owner/ Applicant	Country of Registration	Application Serial No.	Mark	Class/ Products
Randall	United States	75/688,026	Surfer's Defense	Int. Cl. 3
Randall	United States	75/688,029	Tennis Defense	Int. Cl. 3
Randall	United States	76/052,998	Skier's Defense	Int. Cl. 3
Randall	United States	75/759,502	Kid's Defense	Int. Cl. 3
Randall	United States	75/688,027	Fisherman's Defense	Int. Cl. 3
Randall	United States	75/759,501	Racer's Defense	Int. Cl. 3
Randall	United States	75/759,500	Spectator's Defense	Int. Cl. 3
Randall	United States	75/704,633	Sailing Defense	Int. Cl. 3
Randall	United States	75/704,635	All Sports Defense	Int. Cl. 3
Randall	United States	75/506,378	Player's Defense	Int. Cl. 3
Randall	United States	75/847,767	Military Defense	Int. Cl. 3
Randall	United States	75/846,949	Lip Defense	Int. Cl. 3