

08-15-2001

FORM PTO-1594
1-31-92



COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8-15-01

Tab settings 500

101812182

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Custom Fibreglass Manufacturing Co.

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

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

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

Name: Bank of America, N.A.

Internal Address: Attn: Rod Bauer

Street Address: 150 Long Beach Blvd., 3rd Floor

City: Long Beach State: CA ZIP: 90802

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

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
- Merger
- Change of Name

Execution Date: July 31, 2001

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

A. Trademark Application No.(s)

See attached Exhibit A

B. Trademark registration No.(s)

See attached Exhibit A

Additional numbers attached? Yes No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41):..... \$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Steven Miller, Esq.
Name of Person Signing

Signature

August 13, 2001
Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

08/16/2001 6TON11 00000034 1110468

01 FC:481
02 FC:482

40.00 OP
175.00 OP

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (011), Washington, D.C. 20503.

REEL: 002348 FRAME: 0280

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No./ Registration No.</u>	<u>Application Date/ Registration Date</u>
SNUGTOP	1,110,468	01/02/79
Rebel	1,725,433	10/20/92
Sportsman	1,621,086	11/06/90
Predator		
Glas-Tek	1,059,144	02/15/77
G.T. Spoiler	1,066,674	05/31/77
G-T Venturi	1,062,717	04/05/77
Snug Lounge	74/392,265	04/25/95
SNUG LID	2,003,147	09/24/96

FIRST AMENDMENT (SHORT FORM) TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS FIRST AMENDMENT (SHORT FORM) TO TRADEMARK SECURITY AGREEMENT (this "Amendment") dated as of July 31, 2001, is entered into by and between CUSTOM FIBREGLASS MANUFACTURING CO., a California corporation ("Grantor") and BANK OF AMERICA, N.A. ("Lender"), with reference to the following facts:

RECITALS

A. Grantor and The Boatmen's National Bank of St. Louis ("Original Lender") entered into that certain Loan Agreement (as amended, supplemented or otherwise modified prior to the date hereof, the "Original Loan Agreement") dated as of January 8, 1996, pursuant to which the Original Lender provided certain term and revolving credit facilities to Grantor.

B. Pursuant to the Loan Documents (as defined in the Original Loan Agreement) entered into in connection with the Original Loan Agreement Grantor secured the payment and performance of the Loan Obligations (as defined in the Original Loan Agreement) by granting the Original Lender a lien on and security interest in certain assets of Grantor.

C. Lender, formerly NationsBank, N.A., is the successor by merger to Original Lender.

D. Grantor and Lender have fully amended and restated the Original Loan Agreement in accordance with the terms of that certain Amended and Restated Business Loan Agreement (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") dated as of May 25, 2001, between Grantor and Lender.

E. In connection with the execution and delivery of the Loan Agreement, Grantor and Lender have amended certain of the Loan Documents pursuant to that certain Omnibus Documents Amendment (the "Omnibus Amendment") dated as of May 25, 2001.

F. Grantor and Lender wish to enter into this Amendment to memorialize, in recordable form, the amendments effected by the Omnibus Amendment to the Trademark Collateral Assignment and Security Agreement dated as of January 8, 1996, executed by Grantor in favor of Lender, which was recorded on January 11, 1996 at Reel 1422, Frame 0799 of the records of the United States Office of Patents and Trademarks (such Trademark Collateral Assignment and Security Agreement as is may be amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"). It is the intent of the parties hereto, that the Trademark

Security Agreement, as amended hereby, grant security interest to Lender in all of the Trademark Collateral owned by Grantor, each of which is listed on Schedule 1 to this Amendment.

G. Subsequent to the execution of the Trademark Security Agreement, Grantor has applied for or acquired additional trademarks, service marks, trade names, trademark or service mark applications, trademark or service mark registrations and/or trademark or service mark renewals which are subject to the security interest created in the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereby agree as follows:

1. Definition of "Event of Default". All references to "Event of Default" contained in the Trademark Security Agreement are hereby amended in full to mean each of the events set forth in Sections 10.1 through 10.14 of the Loan Agreement.

2. Definition of "Lien". All references to "Lien" contained in the Trademark Security Agreement are hereby amended in full to mean "Liens" as defined in the Loan Agreement.

3. Definition of "Loan Agreement". All references to the "Loan Agreement" contained in the Trademark Security Agreement are hereby amended in full to mean the "Amended and Restated Business Loan Agreement, dated as of May 25, 2001, by and between Custom Fibreglass Manufacturing Co., a California corporation, as borrower, and Bank of America, N.A., as lender."

4. Definition of "Lender". All references to "Lender" contained in the Trademark Security Agreement are hereby amended in full to mean "Bank of America, N.A., together with its successors and assigns."

5. Definition of "Loan Obligations". All references to "Loan Obligations" contained in the Trademark Security Agreement are hereby amended in full to mean "Obligations" as defined in the Loan Agreement.

6. Definition of "Security Interests". All references to "Security Interests" contained in the Trademark Security Agreement are hereby amended in full to mean "Liens" as defined in the Loan Agreement.

7. Governing Law Provision. Notwithstanding any other provisions contained in the Trademark Security Agreement, each of the parties hereto hereby agrees that the Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of California. In this regard, the word "Missouri" contained in Section 13(C), "Miscellaneous" of the Trademark Security Agreement is hereby amended to read "California".

8. Section 13(G). Section 13(G) of the Trademark Security Agreement is hereby amended to delete the text "and termination of the Commitments" contained in the second line of such Section.

9. Concurrent with this Amendment, Grantor shall execute and deliver to Lender any and all agreements and documents as may be requested by Lender to evidence the assignment of a security interest in each Trademark on Schedule 1 hereto.

10. Grantor represents and warrants as follows:

(a) Each of the representations and warranties contained in the Trademark Security Agreement is hereby reaffirmed as of the date hereof, each as if set forth herein;

(b) The execution, delivery and performance of this Amendment is within Grantor's powers, has been duly authorized by all necessary action, has received all necessary approvals, if any, and does not contravene any law or any contractual restrictions binding on Grantor;

(c) This Amendment is a legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms; and

(d) No event has occurred and is continuing or would result from this Amendment which constitutes an Event of Default under the Loan Agreement.

11. This Amendment shall be part of the Trademark Security Agreement, the terms of which are incorporated herein, and the breach of any representation, warranty or covenant contained herein or the failure to observe or comply with any term or agreement contained herein, shall constitute an Event of Default under the Loan Agreement and Lender shall be entitled to exercise all rights and remedies it may have under the Loan Agreement and applicable law.

12. Grantor agrees to pay all costs, expenses and attorneys' fees incurred by Lender in connection with the negotiation, preparation and recording of this Amendment and any other documents in connection herewith and in carrying out or enforcing the terms of this Amendment.

13. Lender is not waiving any rights under the Trademark Security Agreement and, except as expressly provided herein or as previously modified in a writing signed by Lender, all of the terms, covenants, and conditions of the Trademark Security Agreement remain unmodified and in full force and effect.

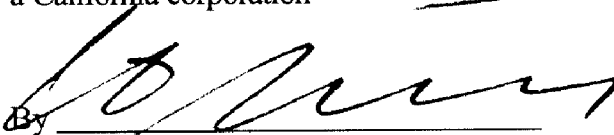
14. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Trademark Security Agreement or, if not therein, in the Loan Agreement.

15. This Amendment may be executed in counterparts, which counterparts, when so executed and delivered, shall together constitute but one original.

IN WITNESS WHEREOF, Grantor and Lender have executed this Amendment as of the date first above written by their duly authorized representatives.

Grantor:

CUSTOM FIBREGLASS MANUFACTURING CO.,
a California corporation

By 

Hartmut W. Schroeder
President and CEO

Lender:

BANK OF AMERICA, N.A.

By _____

J. Thomas Fagan
Vice President

15. This Amendment may be executed in counterparts, which counterparts, when so executed and delivered, shall together constitute but one original.

IN WITNESS WHEREOF, Grantor and Lender have executed this Amendment as of the date first above written by their duly authorized representatives.

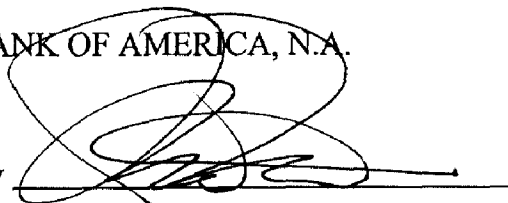
Grantor:

CUSTOM FIBREGLASS MANUFACTURING CO.,
a California corporation

By _____
Hartmut W. Schroeder
President and CEO

Lender:

BANK OF AMERICA, N.A.

By  _____
J. Thomas Fagan
Vice President

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No./ Registration No.</u>	<u>Application Date/ Registration Date</u>
SNUGTOP	1,110,468	01/02/79
Rebel	1,725,433	10/20/92
Sportsman	1,621,086	11/06/90
Predator		
Glas-Tek	1,059,144	02/15/77
G.T. Spoiler	1,066,674	05/31/77
G-T Venturi	1,062,717	04/05/77
Snug Lounge	74/392,265	04/25/95
SNUG LID	2,003,147	09/24/96