



10-1-01

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

101866653 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Alamo Body & Paint, Inc.

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

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

2. Name and address of receiving party(ies)
Name: **Saugatuck Capital Company Limited Partnership III**
Internal
Address: _____
Street Address: **One Canterbury Green**
City: **Stamford** State: **CT** Zip: **06901**

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

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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **09/28/2001**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) **1,540,892**

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Edward A. Weiss, Esq.**
Internal Address: _____
Street Address: **One Landmark Square**
Suite 1400
City: **Stamford** State: **CT** Zip: **06901**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**
 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.

David A. Tucker, Secretary *[Signature]* **9-28-01**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10/04/2001 LMUELLER 00000242 1540892

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40.00 OP



SECURITY INTEREST IN SERVICEMARK(S)

WHEREAS, Alamo Body & Paint, Inc., a Texas corporation (herein referred to as "Debtor"), has adopted, used and is using the servicemark(s) listed on the annexed Schedule 1 annexed hereto as part hereof, which servicemarks are registered in the United States Patent and Trademark Office (whether one or more than one, the "Servicemarks");

WHEREAS, the Debtor, along with certain other debtors, has executed and delivered a Security Agreement, dated September 28, 2001, by and among the Debtor, such other debtors and Saugatuck Capital Company Limited Partnership III (the "Secured Party") (as same may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtor has granted to the Secured Party a security interest in, among other things, all of Debtor's personal property including, without limitation, the Servicemarks, together with the goodwill of the business symbolized by the Servicemarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement); and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is One Canterbury Green, Stamford, Connecticut 06901.

IN WITNESS WHEREOF, Debtor has caused this to be duly executed by its officer thereunto duly authorized as of the 28th day of September, 2001.

Alamo Body & Paint, Inc.

By: David A. Tucker
Name: David A. Tucker
Title: Secretary

SCHEDULE 1 TO SECURITY INTEREST IN SERVICEMARKS

SERVICEMARKS

<u>Servicemark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
ALAMO BODY & PAINT	05/23/1989	1,540,892

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RECORDED: 10/01/2001

TRADEMARK
REEL: 002378 FRAME: 0130