

10-1601

10-30-2001

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



101890291

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

Tab settings

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

1. Name of conveying party(ies):
First Boston Securities Corporation

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

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

2. Name and address of receiving party(ies)

Name: Igloo Products Corporation
Internal Address: _____
Street Address: 1061 W. Sam Houston Parkway North
City: Houston State: TX ZIP: 77403

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 Release of Security Interest

Execution Date: January 3, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No. (s)

| | | |
|---------|---------|-----------|
| 709,798 | 729,581 | 1,127,892 |
| 718,413 | 961,185 | 1,127,893 |

Additional numbers attached? Yes No

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

Name: James Carney
Internal Address: Brunswick Corporation

Street Address: 1 North Field Court

City: Lake Forest State: IL Zip: 60045

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) \$ 390.00

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.

Joan L. Long [Signature] 10/16/01
Name of Person Signing Signature Date

10/29/2001 TDI071 00000131 709798
01 FC:481 40.00 DP
02 FC:482 350.00 DP

Total number of pages including cover sheet, attachments, and documents:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

1103599 1 101601 1704C 01717609

TRADEMARK
REEL: 002392 FRAME: 0001

CONTINUATION OF ITEM 4.

1,149,417
1,214,013
1,215,874
1,215,885
1,241,206
1,350,701
1,409,468
1,479,670
1,537,071

CONFIDENTIAL

ACQUISITION
OF
IGLOO HOLDINGS, INC.
BY
BRUNSWICK CORPORATION

CLOSING MEMORANDUM

January 3, 1997

This Memorandum outlines the action taken in connection with the sale of all of the issued and outstanding shares of common stock, par value \$.01 per share (the "Holdings Common Stock"), of Igloo Holdings, Inc., a Delaware corporation ("Holdings"), to Brunswick Corporation, a Delaware corporation ("Buyer"), pursuant to that certain Stock Purchase Agreement, dated as of November 18, 1996 (the "Stock Purchase Agreement"), by and among Holdings, Buyer, Mezzanine Investment Limited Partnership-7, a Delaware limited partnership ("MILP"), and the other parties named therein (MILP and such other parties, collectively, the "Selling Parties"). All capitalized

terms not defined herein are used as defined in the Stock Purchase Agreement.

I. ACTION TAKEN PRIOR TO THE CLOSING

A. Corporate Action

By written consent dated November 4, 1996, the Board of Directors of Holdings took all corporate action necessary: (i) to approve and authorize the transactions contemplated by the Stock Purchase Agreement; (ii) to authorize and direct the Chairman of the Board, President, Executive Vice President, Treasurer and Secretary of Holdings (collectively, the "Officers") to execute and deliver the Stock Purchase Agreement and such further agreements, certificates, instruments and documents and to take such other action as such Officer or Officers deem necessary or appropriate in connection with the foregoing.

By written consent dated November 18, 1996, the Board of Directors of Holdings took all corporate action necessary to approve and adopt the indemnity agreements by and among Holdings, Igloo Products Corp. ("Products") and each of Jonathan F. Godshall and Samuel R. Davis, Jr.

By resolution dated November 22, 1996, the Human Resources and Compensation Committee and Board of Directors of Holdings took all corporate action necessary

to vest and accelerate the exercisability of the Director Options during the five business days prior to the Closing Date.

B. Closing Preliminaries

On November 18, 1996, Holdings, Buyer, MILP and the other parties named therein entered into the Stock Purchase Agreement.

On December 5, 1996, the Federal Trade Commission granted early termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

Within thirty days following November 18, 1996, pursuant to Section 2.3 of the Stock Purchase Agreement, Holdings prepared and delivered to Buyer the Audited 1996 Financial Statements accompanied by an opinion of Price Waterhouse LLP.

At least five business days before Closing, Holdings delivered to Buyer an estimate of any decrease to the Purchase Price pursuant to Section 2.2(i) of the Stock Purchase Agreement.

At least two days before Closing, the Designee delivered the bank account information to Buyer.

One day before Closing, Holdings delivered to Buyer Section 3.27 of the Disclosure Schedule, setting forth the Fees and Expenses.

Immediately prior to the Closing, pursuant to Section 6.10(a) of the Stock Purchase Agreement, John F. Maypole delivered to Holdings a promissory note in the amount of \$81,250 in exercise of his Director Options, and Holdings delivered to Mr. Maypole a certificate representing 325,000 shares of Holdings Common Stock.

Immediately prior to the Closing, pursuant to Section 6.10(a) of the Stock Purchase Agreement, Harold Danenberg delivered to Holdings a promissory note in the amount of \$22,500 in exercise of his Director Options, and Holdings delivered to Mr. Danenberg a certificate representing 90,000 shares of Holdings Common Stock.

Immediately prior to the Closing, pursuant to Section 6.10(a) of the Stock Purchase Agreement, Augustine J. English delivered to Holdings a promissory note in the amount of \$22,500 in exercise of his Director Options, and Holdings delivered to Mr. English a certificate representing 90,000 shares of Holdings Common Stock.

Immediately prior to the Closing, pursuant to Section 6.10(a) of the Stock Purchase Agreement, Robert

E. Chappell, Jr. delivered to Holdings a promissory note in the amount of \$22,500 in exercise of his Director Options, and Holdings delivered to Mr. Chappell a certificate representing 90,000 shares of Holdings Common Stock.

A meeting preparatory to the Closing was held on January 2, 1997 at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, at which, to the extent practicable, the documents to be delivered at the Closing were examined.

II. THE CLOSING

The Closing was held at 10:00 a.m., New York time, on January 3, 1997 (the "Closing Date"), at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 919 Third Avenue, New York, New York. The persons present at the Closing are listed in Annex I hereto.

The following steps were taken as part of a simultaneous transaction, and no delivery was considered to have been completed until all steps had been taken.

A. Holdings delivered to Buyer:

(1) Certificate, dated December 31, 1996, of the Secretary of State of the State of Delaware as to the due incorporation and good standing of Holdings, the filing of all annual reports and payment

of franchise taxes or fees by Holdings and listing all charter documents relating to Holdings on file.

(2) Certificate, dated December 31, 1996, of the Secretary of State of the State of Delaware as to the due incorporation and good standing of Products, the filing of all annual reports and payment of franchise taxes or fees by Products and listing all charter documents relating to Products on file.

(3) Copies of all documents listed in the certificates referred to in (1) and (2) above.

(4) Telegram, dated the Closing Date, bringing down to date the certificates referred to in (1) and (2) above.

(5) Certificate, dated the Closing Date, of the Secretary of Holdings with respect to:

(a) the by-laws of Holdings;

(b) resolutions adopted by the Board of Directors of Holdings on November 7, 1996, November 18, 1996 and November 22, 1996; and

(c) incumbency and signature of the executing officer.

(6) Certificate, dated the Closing Date, of the Secretary of Products with respect to:

(a) the by-laws of Products; and

(b) incumbency and signature of the executing officer.

(7) Certificate, dated the Closing Date, of the Executive Vice President, Treasurer and Assistant Secretary of Holdings pursuant to Section 8.3 of the Stock Purchase Agreement.

(8) Encumbrance releases and cancelled notes.

(9) Letters of resignation of each of the members of the Board of Directors of Holdings and Products.

B. Each Selling Party (other than the Executives)
delivered to Buyer:

(1) FIRPTA Certificate.

(2) Certificate(s) representing his shares of the Holdings Common Stock.

C. Buyer delivered to each Selling Party (other than the Executives):

(1) Certificate, dated the Closing Date, of the Assistant Secretary of Buyer with respect to resolutions adopted by the Board of Directors of Buyer on October 22, 1996.

(2) Certificate, dated the Closing Date, of the Assistant Secretary of Buyer with respect to:

(a) the by-laws of Buyer; and

(b) incumbency and signature of the executing officer.

(3) Certificate, dated the Closing Date, of the Senior Vice President and Chief Financial Officer of Buyer pursuant to Section 7.3 of the Stock Purchase Agreement.

D. Buyer delivered to the Senior Debt Holder:

(1) The Senior Debt Repayment Amount.

E. The Senior Debt Holder delivered to Holdings:

(1) Payoff Letter, dated the Closing Date.

F. Buyer delivered to the Subordinated Debt Holder:

(1) The Subordinated Debt Repayment Amount.

G. The Subordinated Debt Holder delivered to Holdings:

(1) Payoff Letter, dated the Closing Date.

H. Buyer delivered to the Designee:

(1) The Purchase Price.

I. Buyer and the Designee delivered each to the other:

(1) Cross Receipts, dated the Closing Date, for all of the outstanding shares of Holdings Common Stock and the Purchase Price.

J. The Designee delivered to each Selling Party (other than the Executives):

(1) An amount equal to the Price Per Share multiplied by the number of shares of Holdings

Common Stock set forth next to the such Selling Party's name on Exhibit A to the Stock Purchase Agreement minus, in the case of any Selling Party who delivered a note pursuant to Section 6.10(a) of the Stock Purchase Agreement, the principal amount of such note.

K. The Designee delivered to each of Merrill Lynch Pierce Fenner & Smith Inc., Skadden, Arps, Slate, Meagher & Flom LLP, Baker & Botts LLP, J. Ray Riley & Associates and Fleet Capital Corporation (on behalf of Hahn & Hessen LLP):

(1) Each Person's share of the Fees and Expenses as set forth in Section 3.27 of the Disclosure Schedule.

L. The Designee retained for the benefit of MILP:

(1) The Sellers' Debt Amount.

The Closing was then declared completed.

III. ACTION SUBSEQUENT TO THE CLOSING

Within 90 days after the Closing Date, pursuant to Section 2.2(i) of the Stock Purchase Agreement, Holdings will prepare the Statement setting forth EBIT for the period from and including October 1, 1996 to the close of business on the Closing Date, and Price Waterhouse LLP shall certify the Statement. MILP and Messrs. Maypole, Danenberg, English and Chappell will pay 43.977% of any expenses related to the engagement of Price Waterhouse LLP for the purpose of such certification and Buyer shall pay 56.023% of such expenses.

The following persons were present at the
Closing in New York, New York on January 3, 1997.

For Holdings:

Samuel R. Davis, Jr.

For MILP:

Michael J. Mazzola

For Merrill Lynch Pierce Fenner & Smith Inc.:

Andrew D. Robertson

For Skadden, Arps, Slate, Meagher & Flom LLP:

Lou R. Kling
Caroline E. Berry

For Buyer:

Kent Mueller
Michael Schmitz
Michael Driggers

For Cravath, Swaine & Moore:

Lance D'Amico

For Fleet Capital Corporation:

Michael Grande

CONFIDENTIAL

ACQUISITION
OF
IGLOO HOLDINGS, INC.
BY
BRUNSWICK CORPORATION

FLOW OF FUNDS MEMORANDUM

January 3, 1997

This Memorandum sets forth the funds transfer procedures in connection with the sale of all of the issued and outstanding shares of common stock, par value \$.01 per share (the "Holdings Common Stock"), of Igloo Holdings, Inc., a Delaware corporation ("Holdings"), to Brunswick Corporation, a Delaware corporation ("Buyer"), pursuant to that certain Stock Purchase Agreement, dated as of November 18, 1996 (the "Stock Purchase Agreement"), by and among Holdings, Buyer, Mezzanine Investment Limited Partnership-7, a Delaware limited partnership ("MILP"), and the other parties named therein (MILP and

such other parties, collectively, the "Selling Parties").

All transfers of funds described herein shall be made in immediately available funds. All capitalized terms not defined herein are used as defined in the Stock Purchase Agreement.

SEQUENCE OF EVENTS AND FLOW OF FUNDS

Prior to Closing

1. At least five business days before Closing, Holdings will deliver to Buyer an estimate of any decrease to the Purchase Price pursuant to Section 2.2(i) of the Stock Purchase Agreement.
2. At least two days before Closing, pursuant to the proviso in Section 2.2(d)(iv) of the Stock Purchase Agreement, the Designee may elect to have the payments described below in section 10 and sections 12 through 16 made directly by Buyer to Persons designated by the Designee.
3. Immediately prior to the Closing, pursuant to Section 6.10(a) of the Stock Purchase Agreement, John F. Maypole will deliver to Holdings a promissory note in the amount of \$81,250 in exercise of his Director Options, and Holdings will deliver to Mr. Maypole a certificate rep-

representing 325,000 shares of Holdings Common Stock.

4. Immediately prior to the Closing, pursuant to Section 6.10(a) of the Stock Purchase Agreement, Harold Danenberg will deliver to Holdings a promissory note in the amount of \$22,500 in exercise of his Director Options, and Holdings will deliver to Mr. Danenberg a certificate representing 90,000 shares of Holdings Common Stock.
5. Immediately prior to the Closing, pursuant to Section 6.10(a) of the Stock Purchase Agreement, Augustine J. English will deliver to Holdings a promissory note in the amount of \$22,500 in exercise of his Director Options, and Holdings will deliver to Mr. English a certificate representing 90,000 shares of Holdings Common Stock.
6. Immediately prior to the Closing, pursuant to Section 6.10(a) of the Stock Purchase Agreement; Robert E. Chappell, Jr. will deliver to Holdings a promissory note in the amount of \$22,500 in exercise of his Director Options, and Holdings will deliver to Mr. Chappell a

certificate representing 90,000 shares of Holdings Common Stock.

On the Closing Date

Payments by Buyer

7. Buyer will wire to Fleet Capital Corporation \$22,588,324, representing the Senior Debt Repayment Amount and such payment shall be deemed to be made on behalf of Holdings, to the following account of Fleet Capital Corporation:

Account #: 183-974-5
Bank: Harris Trust and Savings Bank
Address: 111 West Monroe Street
P.O. Box 755
Chicago, IL 60690
ABA Reference #: 071-000-288
Reference: Fleet Capital Corp./Igloo Products Corp.

8. Buyer will wire to MILP \$16,682,206, representing the Senior Subordinated Note Repayment Amount and such payment shall be deemed to be made on behalf of Holdings, to the following account of MILP:

Account #: 002-2-419808
Bank: Chase Manhattan Bank
Address: New York, NY
ABA Reference #: 021-000-021
Reference: MILP-7/Igloo Holdings

9. Buyer will wire to MILP \$23,534,476, representing the Subordinated Note Repayment Amount and

such payment shall be deemed to be made on behalf of Holdings, to the following account of MILP:

Account #: 002-2-419808
Bank: Chase Manhattan Bank
Address: New York, NY
ABA Reference #: 021-000-021
Reference: MILP-7/Igloo Holdings

10. Buyer will wire to the Designee \$79,022,842, representing the Purchase Price, to the following account of the Designee:

Account #: 002-2-419808
Bank: Chase Manhattan Bank
Address: New York, NY
ABA Reference #: 021-000-021
Reference: MILP-7/Igloo Holdings

Transfers to Buyer

11. MILP and Messrs. Maypole, Danenberg, English and Chappell will transfer to Buyer an aggregate amount of 16,683,383 shares of Holdings Common Stock, representing all of the issued and outstanding shares of Holdings Common Stock.

Payments by the Designee

Sellers' Debt Amount

12. The Designee will retain for the benefit of MILP \$1,286,169 representing the Sellers' Debt Amount.

Fees and Expenses

13. The Designee will wire to Merrill Lynch Pierce Fenner & Smith Inc. \$2,140,000 to the following account of Merrill Lynch Pierce Fenner & Smith Inc.:

Account #: 21-3972-3
Bank: LaSalle National Bank
Address: 135 South LaSalle Street
Chicago, IL 60603
ABA Reference #: 071-000-505
Reference: Merrill Lynch Pierce Fenner & Smith Inc.

14. The Designee will wire to Skadden, Arps, Slate, Meagher & Flom LLP \$700,000 to the following account of Skadden, Arps, Slate, Meagher & Flom LLP:

Account #: 3006-0143
Bank: Citibank, N.A.
Address: 460 West 33rd Street
New York, NY 10043
ABA Reference #: 021-000-089
Reference: Lou R. Kling-Igloo Holdings, Inc.

15. The Designee will wire to Baker & Botts LLP \$3,540 to the following account of Baker & Botts LLP:

Account #: 0010 000-2005
Bank: Texas Commerce Bank
Address: 712 Main
Houston, TX 77002
ABA Reference #: 113-000-609
Reference: Baker & Botts

16. The Designee will wire to J. Ray Riley & Associates \$2,349 to the following account of J.

Ray Riley & Associates:

Account #: 0000028274
Bank: West U Bank
Address: 3633 Rice Blvd.
Houston, TX 77005
ABA Reference #: 113-006-962
Reference: J. Ray Riley

17. The Designee will wire to Fleet Capital Corporation \$3,000 for the benefit of Hahn & Hessen LLP to the following account of Fleet Capital Corporation:

Account #: 183-974-5
Bank: Harris Trust and Savings Bank
Address: 111 West Monroe Street
P.O. Box 755
Chicago, IL 60690
ABA Reference #: 071-000-288
Reference: Fleet Capital Corp./Igloo Products Corp.

Payments to Selling Parties (other than the Executives)

18. The Designee will retain for the benefit of MILP \$72,360,414, representing an amount equal to the Price Per Share multiplied by the 16,088,383 shares of Holdings Common Stock held by MILP.
19. The Designee will wire to Mr. Maypole \$1,380,496, representing an amount equal to the Price Per Share multiplied by the 325,000 shares of Holdings Common Stock held by Mr. Maypole

minus \$81,250, the principal amount of the promissory note referred to in section 3 above, to the following account of Mr. Maypole:

Account #: ML A/C 1011730 Sub Acct: 825-96334
Bank: Mellon Bank
Address: Pittsburgh, PA
ABA Reference #: 043-000-261
Reference: John F. Maypole

20. Designee will wire to Mr. Danenberg \$382,291, representing an amount equal to the Price Per Share multiplied by the 90,000 shares of Holdings Common Stock held by Mr. Danenberg minus \$22,500, the principal amount of the promissory note referred to in section 4 above, to the following account of Mr. Danenberg:

Account #: 9201073195
Bank: Chase Manhattan Bank
Address: New York, NY
ABA Reference #: 021-000-021
Reference: U.S. Trust Company
of New York -- FFC A/C:
75000142 (Harold and Barbara
Danenberg)

21. Designee will wire to Mr. English \$382,291, representing an amount equal to the Price Per Share multiplied by the 90,000 shares of Holdings Common Stock held by Mr. English minus \$22,500, the principal amount of the promissory

note referred to in section 5 above, to the following account of Mr. English:

Account #: 2834717522
Bank: Barnett Bank
Address: 11101 West Colonial Drive
Ocoee, FL 34761-2935
ABA Reference #: 063-0000-47
Reference: A.J. English

22. Designee will wire to Mr. Chappell \$382,291, representing an amount equal to the Price Per Share multiplied by the 90,000 shares of Holdings Common Stock held by Mr. Chappell minus \$22,500, the principal amount of the promissory note referred to in section 6 above, to the following account of Mr. Chappell:

Account #: 8815237055
Bank: Sun Trust Bank
Address: P.O. Box 4418
Atlanta, GA 30302
ABA Reference #: 061-000-104
Reference: Robert E. Chappell, Jr. and
Linda B. Chappell

After the Closing

23. Within 90 days after the Closing Date, pursuant to Section 2.2(i) of the Stock Purchase Agreement, Holdings will prepare the Statement setting forth EBIT for the period from and including October 1, 1996 to the close of business on the Closing Date, and Price Waterhouse LLP

shall certify the Statement. MILP and Messrs. Maypole, Danenberg, English and Chappell will pay 43.977% of any expenses related to the engagement of Price Waterhouse LLP for the purpose of such certification and Buyer shall pay 56.023% of such expenses.

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10

TRADEMARK
REEL: 002392 FRAME: 0023

4

April 21, 1995

Ms. Sue Sterret
Metropolitan Life Insurance Co.
303 Perimeter Center North, 8th Fl.
Atlanta, GA 30346

Dear Sue:

Enclosed is the first in a series of Additional Subordinated Notes for the interest on the Subordinated Note between Igloo Holdings Inc. and MILP-7 date December 2, 1994.

This Note #1 covers the interest on the note for the period of December 2, 1994 to March 31, 1995.

If you have any questions, please let me know.

Very truly yours,



George B. Amery, Jr.
Controller

GBA/acg
enclosure
cc: Mike Mazzola

THIS NOTE IS SUBJECT TO THE RESTRICTIONS CONTAINED IN AN AMENDED AND RESTATED NOTE PURCHASE AGREEMENT DATED AS OF DECEMBER 2, 1994 (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE ISSUER HEREOF). THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS, AND MAY BE REOFFERED AND SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

PAYMENTS OF PRINCIPAL AND INTEREST IN RESPECT OF THIS NOTE ARE SUBORDINATE, TO THE EXTENT SPECIFIED IN THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT, TO THE PRIOR PAYMENT IN FULL OF THE SUPERIOR INDEBTEDNESS (AS SUCH TERM IS DEFINED IN THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT).

IGLOO HOLDINGS INC.
ADDITIONAL SUBORDINATED NOTE #1
DUE DECEMBER 31, 2002

\$760,000

New York, New York
March 31, 1995

FOR VALUE RECEIVED, I, the undersigned IGLOO HOLDINGS INC., a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), hereby promises to pay to the order of MEZZANINE INVESTMENT LIMITED PARTNERSHIP-7, a Delaware limited partnership and the successor to First Boston Mezzanine Investment Partnership-7 ("MILP"), the principal sum of SEVEN HUNDRED SIXTY THOUSAND DOLLARS (\$760,000) (or so much thereof as shall not have been prepaid) on December 31, 2002, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance hereof at twelve percent (12%) per annum from the date hereof, payable on the last day of March and September in each year commencing with March 31, 1995, until the principal hereof shall have become due and payable.

Payments of principal and interest (including interest payment due on the initial interest payment date) are to be made in accordance with the terms of the Note Purchase Agreement referred to below in lawful money of the United States of America and in immediately available funds, provided, however, so long as any amounts remain outstanding or unpaid by Igloo Products Corp., a Delaware corporation, under the Credit Agreement, on each interest payment date from the date hereof the Company shall issue and deliver, in lieu of cash, to the order of MILP, Additional Notes in an aggregate face amount equal to 100% of the amount of any interest payment due on such interest payment date, in full satisfaction of the obligation to pay interest in cash on such date. The Additional Notes shall have the same terms as this Note, except with respect to the issuance date and the principal amount.

TRADEMARK

REEL: 002392 FRAME: 0025

In addition, the Company shall pay interest at a rate per annum equal to the then applicable interest rate, plus two percent (2%), on any overdue principal and interest, as provided in Section 3.2.2 of the Note Purchase Agreement, until the same shall be paid.

This Note is issued pursuant to the Amended and Restated Note Purchase Agreement dated as of the date hereof (the "Note Purchase Agreement") among the Company and MILP, and is entitled to the benefits thereof.

This Note is subject to optional prepayment, as specified in the Note Purchase Agreement.

This Note is an order Note and is transferable by endorsement and delivery. Upon presentation to the Company of this Note so endorsed, together with evidence satisfactory to the Company of the validity of such endorsement, the transferee shall be entitled to receive from the Company a new Note for a like principal amount payable to the order of such transferee. The Company may treat such transferee as the owner of such new Note for the purposes of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

The Company agrees to make payments of principal on the dates and in the amounts specified in the Note Purchase Agreement.

Payments of principal and interest in respect of this Note are subordinate, to the extent specified in the Note Purchase Agreement, to the prior payment in full of the Superior Indebtedness.

In the event an Event of Default shall occur and be continuing, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Note Purchase Agreement.

Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Note Purchase Agreement.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IGLOO HOLDINGS INC

By: J. A. Samir
Title: Executive Vice President

TRADEMARK

REEL: 002392 FRAME: 0026



1001 W SAM HOUSTON PARKWAY N • HOUSTON TEXAS 77043 • (713) 465-2571
P O BOX 19322 (77224-9322)

November 1, 1995

Ms. Sue Sterrett
Metropolitan Life Insurance Co.
303 Perimeter Center North, Suite 500
Atlanta, GA 30346

Dear Sue:

Enclosed is the second in a series of Additional Subordinated Notes for the interest on the Subordinated Note between Igloo Holdings Inc. and MILP-7 date December 2, 1994.

This Note #2 covers the interest on the note for the period of April 1, 1995 to September 30, 1995.

If you have any questions, please let me know.

Very truly yours,

A handwritten signature in cursive script, appearing to read "George B. Amery, Jr.", is written over the typed name.

George B. Amery, Jr.
Controller

GBA/acg
enclosure
cc: Mike Mazzola

TRADEMARK

REEL: 002392 FRAME: 0027

THIS NOTE IS SUBJECT TO THE RESTRICTIONS CONTAINED IN AN AMENDED AND RESTATED NOTE PURCHASE AGREEMENT DATED AS OF DECEMBER 2, 1994 (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE ISSUER HEREOF). THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAW AND MAY BE REOFFERED AND SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE

PAYMENTS OF PRINCIPAL AND INTEREST IN RESPECT OF THIS NOTE ARE SUBORDINATE, TO THE EXTENT SPECIFIED IN THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT, TO THE PRIOR PAYMENT IN FULL OF THE SUPERIOR INDEBTEDNESS (AS SUCH TERM IS DEFINED IN THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT).

IGLOO HOLDINGS INC.
ADDITIONAL SUBORDINATED NOTE #2
DUE DECEMBER 31, 2002

\$1,185,600

New York, New York
September 30, 1995

FOR VALUE RECEIVED, the undersigned IGLOO HOLDINGS INC., a corporation organized and existing under the laws of the State of Delaware (herein called the "Company"), hereby promises to pay to the order of MEZZANINE INVESTMENT LIMITED PARTNERSHIP-7, a Delaware limited partnership and the successor to First Boston Mezzanine Investment Partnership-7 ("MILP"), the principal sum of ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$1,185,600) (or so much thereof as shall not have been paid) on December 31, 2002, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance hereof at twelve percent (12%) per annum from the date hereof, payable on the last day of March and September in each year commencing with March 31, 1995, until the principal hereof shall have become due and payable.

Payments of principal and interest (including the payment due on the initial interest payment date) are to be made in accordance with the terms of the Note Purchase Agreement referred to below in lawful money of the United States of America and in immediately available funds; provided, however, so long as any amounts remain outstanding or unpaid by Igloo Products Corp., a Delaware corporation, under the Credit Agreement, on each interest payment date from the date hereof the Company shall issue and deliver, in lieu of cash, to the order of MILP, Additional Notes in an aggregate face amount equal to 100% of the amount of any interest payment due on such interest payment date, in full satisfaction of the obligation to pay interest in cash on such date. The Additional Notes shall have the same terms as this Note, except with respect to the issuance date and the principal amount.

In addition, the Company shall pay interest at a rate per annum equal to the then applicable interest rate, plus two percent (2%), on any overdue principal and interest, as provided in Section 3.2.2 of the Note Purchase Agreement, until the same shall be paid.

This Note is issued pursuant to the Amended and Restated Note Purchase Agreement dated as of the date hereof (the "Note Purchase Agreement") among the Company and MILP, and is entitled to the benefits thereof.

This Note is subject to optional prepayment, as specified in the Note Purchase Agreement.

This Note is an order Note and is transferable by endorsement and delivery. Upon presentation to the Company of this Note so endorsed, together with evidence satisfactory to the Company of the validity of such endorsement, the transferee shall be entitled to receive from the Company a new Note for a like principal amount payable to the order of such transferee. The Company may treat such transferee as the owner of such new Note for the purposes of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

The Company agrees to make payments of principal on the dates and in the amounts specified in the Note Purchase Agreement.


Payments of principal and interest in respect of this Note are subordinate, to the extent specified in the Note Purchase Agreement, to the prior payment in full of the Superior Indebtedness.

In the event an Event of Default shall occur and be continuing, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Note Purchase Agreement.

Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Note Purchase Agreement.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IGLOO HOLDINGS

By: 
Title: Executive Vice President

TRADEMARK

REEL: 002392 FRAME: 0029



1001 W SAM HOUSTON PARKWAY, N. • HOUSTON TEXAS 77043 • (713) 465-2571
P O BOX 19322 (77224-9322)

April 9, 1996

Ms. Sue Sterrett
Metropolitan Life Insurance Co.
303 Perimeter Center North, Suite 500
Atlanta, GA 30346

Dear Sue:

Enclosed is the third in a series of Additional Subordinated Notes for the interest on the Subordinated Note between Igloo Holdings Inc. and MILP-7 dated December 2, 1994.

This Note #3 covers the interest on the note for the period of October 1, 1995 to March 31, 1996.

If you have any questions, please let me know.

Very truly yours,

A handwritten signature in cursive script, appearing to read "George B. Amery, Jr.", is written in dark ink.

George B. Amery, Jr.
Assistant Treasurer

GBA/acg
enclosure
cc: Mike Mazzola

TRADEMARK

REEL: 002392 FRAME: 0030

THIS NOTE IS SUBJECT TO THE RESTRICTIONS CONTAINED IN AN AMENDED AND RESTATED NOTE PURCHASE AGREEMENT DATED AS OF DECEMBER 2, 1995 (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF STATE OF THE ISSUER HEREOF). THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS, AND MAY BE REOFFERED AND SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

PAYMENTS OF PRINCIPAL AND INTEREST IN RESPECT OF THIS NOTE ARE SUBORDINATE, TO THE EXTENT SPECIFIED IN THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT, TO THE PRIOR PAYMENT IN FULL OF THE SUPERIOR INDEBTEDNESS (AS SUCH TERM IS DEFINED IN THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT).

IGLOO HOLDINGS INC.
ADDITIONAL SUBORDINATED NOTE #3
DUE DECEMBER 31, 2002

\$1,256,736

New York, New York
March 31, 1996

FOR VALUE RECEIVED, the undersigned IGLOO HOLDINGS INC., a corporation organized and existing under the laws of the State of Delaware (herein called the "Company"), hereby promises to pay to the order of MEEANINE INVESTMENT LIMITED PARTNERSHIP-7, a Delaware limited partnership and the successor to First Boston Meeanine Investment Partnership-7 ("MILP"), the principal sum of ONE MILLION TWO HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS (\$1,256,736) (or so much thereof as shall not have been prepaid) on December 31, 2002, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance hereof at twelve percent (12%) per annum from the date hereof, payable on the last day of March and September in each year commencing with September 30, 1996, until the principal hereof shall have become due and payable.

Payments of principal and interest (including the payment due on the initial interest payment date) are to be made in accordance with the terms of the Note Purchase Agreement referred to below in lawful money of the United States of America and in immediately available funds, provided, however, so long as any amounts remain outstanding or unpaid by Igloo Products Corp., a Delaware corporation, under the Credit Agreement, on each interest payment date from the date hereof the Company shall issue and deliver, in lieu of cash, to the order of MILP, Additional Notes in an aggregate face amount equal to 100% of the amount of any interest payment due on such interest payment date, in full satisfaction of the obligation to pay interest in cash on such date. The Additional Notes shall have the same terms as this Note, except with respect to the issuance date and the principal amount.

In addition, the Company shall pay interest at a rate per annum equal to the then applicable interest rate, plus two percent (2%), on any overdue principal and interest, as provided in Section 3.2.2 of the Note Purchase Agreement, until the same shall be paid.

This Note is issued pursuant to the Amended and Restated Note Purchase Agreement dated as of the date hereof (the "Note Purchase Agreement") among the Company and MILP, and is entitled to the benefits thereof.

This Note is subject to optional prepayment, as specified in the Note Purchase Agreement.

This Note is an order Note and is transferable by endorsement and delivery. Upon presentation to the Company of this Note so endorsed, together with evidence satisfactory to the Company of the validity of such endorsement, the transferee shall be entitled to receive from the Company a new Note for a like principal amount payable to the order of such transferee. The Company may treat such transferee as the owner of such new Note for the purposes of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

The Company agrees to make payments of principal on the dates and in the amounts specified in the Note Purchase Agreement.

Payments of principal and interest in respect of this Note are subordinate, to the extent specified in the Note Purchase Agreement, to the prior payment in full of the Superior Indebtedness.

In the event an Event of Default shall occur and be continuing, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Note Purchase Agreement.

Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Note Purchase Agreement.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IGLOO HOLDINGS INC.

By: 
Title: Assistant Treasurer



1001 W SAM HOUSTON PARKWAY N • HOUSTON TEXAS 77043 • (713) 465-2571
P O BOX 19322 (77224-9322)

November 1, 1996

Ms. Tamara King
Metropolitan Life Insurance Co.
303 Perimeter Center North, Suite 500
Atlanta, GA 30346

Dear Ms. King:

Enclosed is the fourth in a series of Additional Subordinated Notes for the interest on the Subordinated Note between Igloo Holdings Inc. and MILP-7 dated December 2, 1994.

This Note #4 covers the interest on the note for the period of April 1, 1996 to September 30, 1996.

If you have any questions, please let me know.

Very truly yours,

A handwritten signature in cursive script, appearing to read "George B. Amery, Jr.", written in dark ink.

George B. Amery, Jr.
Assistant Treasurer

GBA/acg
enclosure
cc: Mike Mazzola

THIS NOTE IS SUBJECT TO THE RESTRICTIONS CONTAINED IN AN AMENDED AND RESTATED NOTE PURCHASE AGREEMENT DATED AS OF DECEMBER 2, 1994 (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE ISSUER HEREOF). THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAW AND MAY BE REOFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

NOTE APPLICABLE TO THE PAYMENTS OF PRINCIPAL AND INTEREST IN RESPECT OF THIS NOTE ARE SUBORDINATE, TO THE EXTENT SPECIFIED IN THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT, TO THE PRIOR PAYMENT IN FULL OF ANY SUPERIOR INDEBTEDNESS (AS SUCH TERM IS DEFINED IN THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT).

IGLOO HOLDINGS INC.
ADDITIONAL SUBORDINATED NOTE #4
DUE DECEMBER 31, 2002

\$1,332,140.16

New York, New York
September 30, 1996

FOR VALUE RECEIVED, the undersigned IGLOO HOLDINGS INC., a corporation organized and existing under the laws of the State of Delaware (herein called the "Company"), hereby promises to pay to the order of MEZZANINE INVESTMENT LIMITED PARTNERSHIP-7, a Delaware limited partnership and the successor to First Boston Mezzanine Investment Partnership-7 ("MILP"), the principal sum of ONE MILLION THREE HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED FORTY DOLLARS AND SIXTEEN CENTS (\$1,332,140.16) (or so much thereof as shall not have been prepaid) on December 31, 2002, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance hereof at twelve percent (12%) per annum from the date hereof, payable on the last day of March and September in each year commencing with September 30, 1996, until the principal hereof shall have become due and payable.

Payments of principal and interest (including the payment due on the initial interest payment date) are to be made in accordance with the terms of the Note Purchase Agreement referred to below in lawful money of the United States of America and in immediately available funds; provided, however, so long as any amounts remain outstanding or unpaid by Igloo Products Corp., a Delaware corporation, under the Credit Agreement, on each interest payment date from the date hereof the Company shall issue and deliver, in lieu of cash, to the order of MILP, Additional Notes in an aggregate face amount equal to 100% of the amount of any interest payment due on such interest payment date, in full satisfaction of the obligation to pay interest in cash on such date. The Additional Notes shall have the same terms as this Note, except with respect to the issuance date and the principal amount.

In addition, the Company shall pay interest at a rate per annum equal to the then applicable interest rate, plus two percent (2%), on any overdue principal and interest, as provided in Section 3.2.2 of the Note Purchase Agreement, until the same shall be paid.

This Note was issued pursuant to the Amended and Restated Note Purchase Agreement dated as of the date hereof (the "Note Purchase Agreement") among the Company and MILP, and is entitled to the benefits thereof.

This Note is subject to optional prepayment, as specified in the Note Purchase Agreement.

This Note is an order Note and is transferable by endorsement and delivery. Upon presentation to the Company of this Note so endorsed, together with evidence satisfactory to the Company of the validity of such endorsement, the transferee shall be entitled to receive from the Company a new Note for a like principal amount payable to the order of such transferee. The Company may treat such transferee as the owner of such new Note for the purposes of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

The Company agrees to make payments of principal on the dates and in the amounts specified in the Note Purchase Agreement.

Payments of principal and interest in respect of this Note are subordinate, to the extent specified in the Note Purchase Agreement, to the prior payment in full of the Superior Indebtedness.

In the event an Event of Default shall occur and be continuing, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Note Purchase Agreement.

Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Note Purchase Agreement.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IGLOO HOLDINGS, INC.

By: John D. Dancy
Title: Executive Vice President

THIS NOTE IS SUBJECT TO THE RESTRICTIONS CONTAINED IN AN AMENDED AND RESTATED NOTE PURCHASE AGREEMENT DATED AS OF DECEMBER 2, 1994 (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE ISSUER HEREOF). THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS, AND MAY BE REOFFERED AND SOLD ONLY IF REGISTERED OR IF AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

PAYMENTS OF PRINCIPAL AND INTEREST IN RESPECT OF THIS NOTE ARE SUBORDINATE, TO THE EXTENT SPECIFIED IN THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT, TO THE PAYMENT IN FULL OF THE SUPERIOR INDEBTEDNESS (AS SUCH TERM IS DEFINED IN THE AMENDED AND RESTATED NOTE PURCHASE AGREEMENT).

IGLOO HOLDINGS INC.
SUBORDINATED NOTE
DUE DECEMBER 31, 2002

\$19,000,000

New York, New York
December 2, 1994

FOR VALUE RECEIVED, the undersigned IGLOO HOLDINGS INC., a corporation organized and existing under the laws of the State of New York (herein called the "Company"), hereby promises to pay to the order of MEZZANINE INVESTMENT LIMITED PARTNERSHIP-7, a Delaware limited partnership and the successor to First Boston Mezzanine Investment Partnership-7 ("MILP"), the principal sum of NINETEEN MILLION DOLLARS (\$19,000,000.00) (or so much thereof as shall not have been prepaid) on December 31, 2002, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance hereof at twelve percent (12%) per annum from the date hereof, payable on the last day of March and September in each year commencing with March 31, 1995, until the principal hereof shall have become due and payable. This Note is issued in replacement, but not in payment of the Existing Junior Subordinated Notes.

Payments of principal and interest, including the payment due on the initial interest payment date) are to be made in accordance with the terms of the Note Purchase Agreement referred to below in lawful money of the United States of America and in immediately available funds; provided, however, so long as any amounts remain outstand-

ing or unpaid by Igloo Products Corp., a Delaware corporation, under the Credit Agreement, on each interest payment date from the date hereof the Company shall issue and deliver, in lieu of cash, to the order of MILP, Additional Notes in an aggregate face amount equal to 100% of the amount of any interest payment due on such interest payment date, in full satisfaction of the obligation to pay interest on such date. The Additional Notes shall have the same terms as this Note, except with respect to the interest rate and the principal amount.

In addition, the Company shall pay interest at a rate per annum equal to the then applicable interest rate, plus two percent (2%), on any overdue principal and interest, as provided in Section 2 of the Note Purchase Agreement, until the same shall be paid.

This Note is issued pursuant to the Amended and Restated Note Purchase Agreement dated as of the date hereof (the "Note Purchase Agreement") among the Company and MILP, and is entitled to the benefits thereof.

This Note is subject to optional prepayment, as specified in the Note Purchase Agreement.

This Note is an order Note and is transferable by endorsement and delivery. Upon presentation to the Company of this Note so endorsed, together with evidence satisfactory to the Company of the validity of such endorsement, the transferee shall be entitled to receive from the Company a new Note for a like principal amount payable to the order of such transferee. The Company may treat such transferee as the owner of such new Note for the purposes of receiving payment and for all other purposes, and the Company shall not be affected by any notice to the contrary.

The Company agrees to make payments of principal on the dates and in the amounts specified in the Note Purchase Agreement.

Payments of principal and interest in respect of this Note are subordinate, to the extent specified in the Note Purchase Agreement, to the prior payment in full of the Superior Indebtedness.

In the event an Event of Default shall occur and be continuing, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Note Purchase Agreement.

Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Note Purchase Agreement.

THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IGLOO HOLDINGS, INC.

By:

Title

Samuel R. Davis
Executive V.P.

PAYMENTS OF PRINCIPAL AND INTEREST IN RESPECT OF THIS NOTE ARE SUBORDINATE, TO THE EXTENT SPECIFIED IN SECTION 2 HEREOF, TO THE PRIOR PAYMENT IN FULL OF THE SENIOR INDEBTEDNESS (AS SUCH TERM IS DEFINED HEREIN).

SENIOR SUBORDINATED NOTE

\$16,682,206

New York, New York
December 2, 1994

FOR VALUE RECEIVED, the undersigned, IGLOO PRODUCTS CORP., a Delaware corporation (the "Borrower"), hereby promises to pay to the order of MEZZANINE INVESTMENT LIMITED PARTNERSHIP-7, a Delaware limited partnership and the successor to First Boston Mezzanine Investment Partnership-7 (the "Senior Subordinated Lender" or "MILP"), on December 31, 2000, the aggregate principal amount of SIXTEEN MILLION SIX HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED SIX DOLLARS (\$16,682,206) plus interest on the unpaid principal amount of this Note payable on such date, such interest to be accrued from the date of this Note to the date of payment (whether before, at or after maturity) at the per annum rate equal to 12%. Payments of principal shall be made in lawful money of the United States of America at such place as the Senior Subordinated Lender may designate. Payments of interest shall be made in accordance with subsection 3.1 hereof. This Note is one of the Notes referred to and defined in the Agreement (hereinafter defined) and is secured as provided therein.

Reference is made to (i) the senior subordinated note dated February 2, 1990 of the Borrower in the principal amount of \$7,945,000 in favor of, initially First Boston Mezzanine Investment Partnership-7, a New York general partnership ("FBMIP"), and by amendment dated March 31, 1993, in favor of MILP, as successor to FBMIP (the "Existing MILP Senior Subordinated Note"), and (ii) the senior subordinated note dated February 2, 1990 of the Borrower in the principal amount of \$2,055,000 in favor of First Boston Securities Corporation, a Delaware corporation ("FBSC"), as amended on

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March 31, 1993 (the "Existing FBSC Senior Subordinated Note", and together with the Existing MILP Senior Subordinated Note, the "Existing Senior Subordinated Notes").

the Borrower on the date hereof, as part of a restructuring of interest in the Existing FBSC Senior Subordinated Note to MILP, (ii) this Note is being issued in replacement for the Existing Senior Subordinated Notes.

CANCELLED

SECTION 1. Definitions

As used in this Note, the following terms have the following meanings:

"Affiliate": with respect to any Person, any Person that controls, is controlled by or is under common control with such Person in question. For the purposes of this definition, "control" including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

CANCELLED

"Agreement": the Amended and Restated Loan and Security Agreement, dated as of the Amendment and Restatement Date, among the Borrower and MILP, as the same may be amended, supplemented or otherwise modified from time to time.

"Amendment and Restatement Date": the Closing Date, as defined in any Refinancing Agreement.

"Business Day": each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in The City of New York are authorized or obligated by law to close.

"Capital Expenditures": all payments (whether or not paid) during a Fiscal Year in respect of the cost of any fixed asset or improvement, replacement, substitution, or addition thereto, which has a useful

CANCELLED

life of more than one year, including, without limitation, those arising in connection with Capital Leases.

"Capital Lease": any lease of property by the Borrower that, in accordance with GAAP, should be reflected as a liability on the balance sheet of the Borrower.

"Closing Date": as defined in the Agreement.

"Collateral": as defined in the Agreement.

"Companies": the collective reference to the Borrower and its Subsidiaries.

"Contractual Obligation": as to any Person, any provision of any security issued by such Person or of any agreement, instrument or undertaking to which such Person is a party or by which it or any of its property is bound.

"Credit Agreement": the Loan and Security Agreement, dated as of September 2, 1994, by and among the Borrower and Barclay's Business Credit, Inc., as it may be amended, supplemented or otherwise modified from time to time.

"Default": any of the events specified in Section 7, whether or not any requirement for the giving of notice, the lapse of time or both, or any other condition, has been satisfied.

"EBIT": with respect to any fiscal period, the sum of Borrower's consolidated net earnings (or loss) before interest expense and taxes for said period as determined in accordance with GAAP.

"Equipment": as defined in the Agreement.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate": any entity, whether or not incorporated, which is under common control with the Borrower within the meaning of Section 4001 of ERISA excluding CS First Boston, Inc., MLIC and any subsidiary or other trade or business (whether or not incorporated)

of either of them to the extent that any of them would be an ERISA Affiliate with the Borrower.

"ERISA Plan": each employee benefit plan, as defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA; whether now in existence or hereafter instituted, as to which the Borrower or any of its ERISA affiliates may have any liability.

"Event of Default": any of the events specified in Section 7, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, event or act has been satisfied.

"Excess Cash Flow": for any period means:

- (a) EBIT for such period;
- (b) depreciation and amortization expense (including amortization of deferred transaction or financing fees), plus
- (c) cash gains (minus cash losses) from the sale of assets or extraordinary items, minus
- (d) all cash taxes, minus
- (e) all interest accruing on the Loans (as defined in the Credit Agreement), minus
- (f) mandatory principal payments on the Revolving Credit Loan and other principal payments on the other Loans (as such terms are defined in the Credit Agreement) during such period, minus
- (g) the greater of actual capital expenditures incurred by the Borrower and Capital Expenditures as permitted under Section 8.2.8 of the Credit Agreement less amounts financed through Equipment Loans (as such term is defined in the Credit Agreement) or otherwise, minus
- (h) capitalized lease payments and principal and interest payments in respect of other purchase money financing (excluding the portion which is reflected in Capital Expenditures), minus

(i) mandatory payments of principal or interest on any other Indebtedness, minus

(j) semi-annual payments of interest on this Note.

"Existing Senior Subordinated Notes" has the meaning provided herefor in the second recital of this Note.

"FBILP": First Boston Investment Limited Partnership, a New York limited partnership.

"FBSC": First Boston Securities Corporation, a Delaware corporation.

"Financial Statements": according to the context in which it is used, the financial statements delivered to the Lender pursuant to Section 6.1 of the Note Purchase Agreement as incorporated by reference herein.

"Fiscal Year": the Group's fiscal year for financial accounting purposes. The Group's current fiscal year will end on September 30, 1995.

"GAAP": generally accepted accounting principles in the United States of America in effect from time to time; provided, however, that such accounting principles are used for the purpose of determining compliance with financial covenants herein, such accounting principles shall be defined in accordance with GAAP applied in the preparation of the financial statements of Borrower for the period ending August 29, 1994.

"Governmental Authority": any nation or government, any state or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Group": the Companies and their Subsidiaries, where used with respect to any financial covenant, ratio, accounting term or definition utilized in the determination thereof, means such corporations on a consolidated basis.

"Holder": any person in whose name this Note is recorded on the books and records of the Borrower as the Person entitled to payments of principal and interest thereunder.

"Indebtedness": as applied to a Person means, without duplication

(a) all items which in accordance with GAAP would be included in determining total liabilities as shown on the liability side of a balance sheet of such Person as at the date as of which indebtedness is to be determined, including, without limitation, Capital Leases,

(b) all obligations of other Persons which such Person has guaranteed,

(c) all reimbursement obligations in connection with letters of credit or letter of credit guaranties issued for the account of such Person, and

(d) in the case of the Borrower (without duplication), the Obligations

"Inventory": as defined in the Agreement.

"Lien": any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction in respect of any of the foregoing).

"Loan": the loan evidenced by a Note made by MILP to the Borrower.

"Loan Documents": collectively the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

"MILP": Mezzanine Investment Limited Partnership - 7, a Delaware limited partnership and the successor to First Boston Mezzanine Investment Partnership-7.

"MLI": Metropolitan Life Insurance Company, a New York corporation.

"Multiemployer Plan": a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which the Borrower or any Related Company contributes or has an obligation to contribute.

"Note": this Senior Subordinated Note, as amended, supplemented or otherwise modified from time to time.

"Obligations": all present and future loans, advances, liabilities, obligations, covenants, duties and Indebtedness owing by the Borrower to the Senior Subordinated Lender arising under this Note, the Agreement or the Senior Subordinated Collateral Documents, whether or not evidenced by any note or other instrument or document, whether arising from an extension of credit, the issuance or guaranty of a letter of credit, acceptance, loan, indemnification or otherwise, whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, as principal or guarantor, and including, without limitation, all interest, charges, expenses, fees, attorney's fees, filing fees and any other sums chargeable to the Borrower hereunder, under the Agreement, or under any Senior Subordinated Collateral Document.

"Parent": Igloo Holdings Inc., a Delaware corporation.

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

"Permitted Liens":

(a) Liens for taxes, assessments and governmental charges or levies either not yet delinquent or being contested in good faith and by proper proceedings diligently pursued, provided that a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor on the applicable Financial

Statements and that a stay of enforcement of any such Lien is in effect;

(b) Liens in favor of MILP arising under the Senior Subordinated Collateral Documents or the Agreement;

(c) Liens upon Equipment granted in connection with the acquisition of such Equipment by the Borrower after the date hereof (including, without limitation, pursuant to Capital Leases) which are not financed under the Credit Agreement, provided that (i) the cost of each acquisition constitutes a Capital Expenditure permitted by Section 6.13, (ii) the Indebtedness incurred to finance each such acquisition is permitted by Section 6.5, and (iii) each such Lien attaches only to the Equipment acquired with the Indebtedness secured thereby;

(d) reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other similar title exception, irregularities or encumbrances affecting the real property provided they do not in the aggregate materially detract from the value of said properties or materially interfere with their use in the ordinary conduct of the Borrower's business;

(e) Liens incurred and pledges and deposits under workmen's compensation, employment insurance, social security and other similar laws;

(f) Liens relating to statutory obligations with respect to surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) Liens securing the Senior Indebtedness;

(h) Liens imposed by law, such as carriers', warehousemen's, mechanics', materialmen's and vendors' liens, incurred in good faith in the ordinary course of business and securing obligations which are not yet due or which are being contested in good faith by appropriate proceedings, provided that a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor on the applicable Financial Statements and that a stay of enforcement of any such Lien is in effect;

(i) extensions, renewals and replacements of Liens referred to in clauses (a) through (h) above, provided that any such extension, renewal or replacement Lien shall be limited to the Property or assets covered by the Lien extended, renewed or replaced and that the obligations secured by any such extension, renewal or replacement Lien shall be in an amount not greater than the amount of the obligations secured by the Lien extended, renewed or replaced (other than increases contemplated by the provisions of Credit Agreement and Refinancing Agreement); and

(j) Liens and title insurance exceptions acceptable to the Senior Subordinated Lender and set forth in the title insurance policies delivered by the Borrower to the Senior Subordinated Lender pursuant to the Agreement.

"Person": an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Property": as defined in the Agreement.

"Refinancing Agreement": an agreement evidencing only a refinancing of the principal amount of the loans outstanding under the Credit Agreement at the time of such refinancing, as any such agreement may be amended from time to time, plus an increase in such amount not to exceed an aggregate principal amount of \$10,000,000, or such greater amount as shall be agreed to in writing by the Senior Subordinated Lender.

"Related Company": any entity, whether or not incorporated, which is under "common control" with the Borrower within the meaning of Section 4001 of ERISA, excluding CS First Boston, Inc., MLIC, and any Subsidiary or other trade or business (whether or not incorporated) of either of them to the extent that any of them would be a Related Company with the Borrower.

"Requirement of Law": as to any person, the Certificate of Incorporation and laws or other organizational or governing documents of that person, any law, treaty, rule, ordinance or regulation or determination of an arbitrator or a court or other Governmental

Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

CANCELLED
"Responsible Lenders": shall have the meaning set forth in the Credit Agreement and, with respect to a Refinancing Agreement, shall mean that number of Lenders under such agreement who shall be authorized to consent to amendments thereof that do not require unanimous consent.

"Responsible Officer": the chief executive officer and the president of the Borrower or, with respect to financial matters, the chief financial officer or controller of the Borrower.

CANCELLED
"Note Purchase Agreement": the Amended and Restated Note Purchase Agreement, dated as of the date hereof, by and among the Parent and M, as the same may be amended, supplemented or otherwise modified from time to time.

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"Senior Indebtedness": (i) all indebtedness, obligations (including, without limitation, guarantee obligations) and liabilities of the Companies (including, without limitation, obligations for interest, fees, costs and expenses) under or in respect of the Credit Agreement or a Refinancing Agreement (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Companies whether or not post-petition interest is allowed in such proceeding); and (ii) all increases of indebtedness, obligations, including, without limitation, guarantee obligations, and liabilities of the Companies to the lenders pursuant to the Credit Agreement or a Refinancing Agreement, as hereafter amended, supplemented or otherwise modified, or any instrument, document or other agreement delivered pursuant thereto, including, without limitation, interest, fees, costs and expenses, provided, however, that the amount of such increases permitted hereunder and contemplated by the definition of Refinancing Agreement and by Section 2.6 of the Credit Agreement shall not exceed \$10,000,000 in the aggregate.

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"Senior Subordinated Collateral": as defined in the Agreement.

"Senior Subordinated Collateral Documents": as defined in the Agreement.

"Subordinated Debt Documents": the collective reference to the Note Purchase Agreement and the Subordinated Notes.

"Subordinated Notes": the Notes of the Parent issued pursuant to the Note Purchase Agreement.

"Subsidiary": (i) a corporation a majority of whose capital stock with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by a Person, by one or more Subsidiaries of such Person, or by a Person and one or more Subsidiaries of such Person; or (ii) any other Person (other than a corporation) in which a Person, one or more Subsidiaries of such Person, or a Person and one or more Subsidiaries of such Person, directly or indirectly, at the date of determination thereof has at least majority ownership and voting interest.

"Termination Date" December 31, 2000.

SECTION 2. Subordination

2.1 All indebtedness of the Companies in respect to this Note shall be subordinate and junior in right of payment, to the extent and in the manner hereinafter set forth, to the prior payment in full of the Senior Indebtedness.

2.2 Unless and until the Senior Indebtedness shall have been paid in full, the holder of this Note will not take, demand, sue for or receive, or take any other action to enforce, or collect upon, and the Companies will not make, or permit, directly or indirectly, by set-off, redemption, purchase or in any other manner, any payment for the Note or any part of the principal of or interest on this Note.

(a) provided, however, that the Companies may pay the regularly scheduled installments of principal of and interest on this Note when and as, and when and as, the same become due and payable in accordance with the terms and conditions of the Agreement and this Note in effect on the date hereof, unless at the time of such payment or immediately after giving effect thereto:

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(i) an event of default, or an event which with the passage of time would constitute an event of default shall have occurred and be continuing under the Credit Agreement or a Refinancing Agreement (other than defaults of the type described in Section 10.1.1 of the Credit Agreement or the corresponding sections of a Refinancing Agreement) and the Required Lenders shall have given written notice to the holder of this Note of the existence of such event of default or event specifying an election to effect a 180-day prohibition on the payment of principal and interest on this Note (a "Default Notice"), provided that (y) not more than one Payment Default Notice may be given in any consecutive 360-day period, irrespective of the number of other such defaults with respect to indebtedness outstanding under the Credit Agreement and/or a Refinancing Agreement during such period and (z) unless the Required Lenders shall have accelerated the maturity of indebtedness outstanding thereunder or such indebtedness shall have been accelerated by its terms, the Borrower shall resume payments on this Note after such 180-day period (or at such time prior to the expiration of such 180-day period if such other event of default shall have been cured or waived); or

(ii) an event which with the passage of time would constitute an event of default of the type described in Section 10.1.1 of the Credit Agreement (or the corresponding section of a Refinancing Agreement) shall have occurred and be continuing;

(b) provided, further, that nothing in this Section 2.2 will limit the right of the holder of this Note to demand payment of, accelerate the maturity of, sue for or otherwise enforce this Note at such time as (i) any of the Companies shall have failed to pay any of the principal or interest on this Note as and when due and payable in accordance with the terms and conditions thereof, and such failure has continued uncured for a period of 75 consecutive days after the date such payment was due, (ii) an Event of Default specified in Section 7(f) hereof shall occur, (iii) any Event of Default under Section 7 hereof (other than as described in clause (i) or clause (ii)) shall have occurred and such Event of Default shall continue unremedied for a period of 105 consecutive days

or (iv) the Required Lenders shall have exercised their right under the Credit Agreement or a Refinancing Agreement to accelerate the payment of any part of any Senior Indebtedness and such declaration of acceleration shall not have been rescinded or the obligation to repay the principal of any Senior Indebtedness otherwise accelerated has not been rescinded; and

(c) provided, further, that any payments received by the holder of this Note pursuant to subparagraph (b) above or otherwise in respect of this Note shall be delivered forthwith to the holders of Senior Indebtedness by the recipient for application to the Senior Indebtedness (and until so delivered, shall be held in trust by the recipient for the holders of Senior Indebtedness); except that if, and only if, at the time such payment is received none of the events referred to in clauses (i) and (ii) of subparagraph (a) above has occurred and is continuing and, in the case of clause (i) of subparagraph (a), no Default Notice is in effect, then such amounts may be applied to the payment of this Note.

2.3 At any general meeting of creditors of any of the Companies or in the event of any proceeding, voluntary or involuntary, for the distribution, division or application of all or part of the assets of any of the Companies or the proceeds thereof, whether such proceeding be for the liquidation, dissolution or winding up of any of the Companies or the business, a receivership, insolvency, or bankruptcy proceeding, an assignment for the benefit of creditors, or a proceeding by or against any of the Companies for relief under any bankruptcy, insolvency, reorganization, arrangement, composition, extension or otherwise, if all Senior Indebtedness has not been paid in full (as defined below) at such time:

(a) the holder of this Note may demand, but only the holders of Senior Indebtedness may collect, any amount from any of the Companies or from any other person, and the holder of this Note may not sue or otherwise discharge any part of this Note;

(b) the holders of the Senior Indebtedness are hereby irrevocably authorized at any such meeting or in any such proceeding to collect any assets of any of the Companies distributed, divided or applied by way of dividend or payment on any securities issued on account of this Note and apply the same, or the proceeds of any

realization upon the same that the holders of the Senior Indebtedness in their discretion elect to effect, to Senior Indebtedness until all Senior Indebtedness shall have been paid in full, rendering any surplus then remaining to the holder of Notes; and

(c) if the holder of this Note is entitled to, but for any reason fail to, file a proof of claim in connection with any such general meeting of creditors or other proceeding, then the holder of this Note hereby irrevocably authorizes the holders of Senior Indebtedness to file such a proof of claim in the name and behalf of the holder of this Note at or in connection with any such meeting or proceeding; provided, however, that holders of Senior Indebtedness shall not be entitled to vote the claims of the holder of this Note unless the holder of this Note shall have failed to exercise its right to vote on or prior to the date that is five Business Days before the final day such holder is entitled to vote to confirm any plan in respect of such meeting or proceeding.

2.4 Should any amount of distribution be received by the holder of this Note in respect of this Note which such holder is not expressly entitled to receive hereunder prior to payment in full of the Senior Indebtedness, such holder will forthwith deliver the same to the holders of Senior Indebtedness in precisely the form received (except for the endorsement or the assignment of the holder thereof where necessary) and, until so delivered, the same shall be held in trust by the holder thereof as the property of the holders of Senior Indebtedness, and shall not be commingled with other funds held by such holder.

2.5 After the payment in full of the Senior Indebtedness, the holder of this Note shall be subrogated to the rights of the holders of Senior Indebtedness to receive payments or distributions of assets of any of the Companies made on the Senior Indebtedness until the principal and accrued and unpaid interest on this Note shall be paid in full; and, for the purposes of such subrogation, payments or distributions to the holders of the Senior Indebtedness of any cash, property or securities to which the holder of this Note would be entitled except for these provisions shall, as between the Companies, their creditors other than the holders of the Senior Indebtedness and the holder of this Note be deemed to be a payment by the Companies to or on account of Senior Indebtedness; it being understood that these provisions

are intended solely for the purpose of defining the relative rights of the holder of this Note on the one hand, and the holders of the Senior Indebtedness, on the other hand. The terms "paid in full" or "payment in full" shall mean, for purposes of Sections 2.1, 2.2, 2.3, 2.4 and 2.5 hereof, the receipt by the holders of Senior Indebtedness of cash or cash equivalents.

2.6 The holders of Senior Indebtedness are hereby authorized to demand specific performance of the subordination provisions set forth herein, whether or not the Companies shall have complied with the provisions hereof applicable thereto, at any time when any holder of Notes shall have failed to comply with any provision hereof applicable to it. The holder of this Note hereby irrevocably waives any defense based on the adequacy of a remedy of law which might be asserted as a bar to the remedy of specific performance hereof in any action brought therefor by the holders of Senior Indebtedness. The holder of this Note further waives presentment, notice and protest in connection with all negotiable instruments evidencing Senior Indebtedness, notice of any loan made, extension granted or other action taken in reliance hereon and, except as provided herein, all demands and notices of every kind in connection with the subordination provisions set forth herein, and subject to Section 6.1 hereof, assents to any renewal, extension or postponement of the time of payment of Senior Indebtedness or any other indulgence with respect thereto, to any substitution, exchange, or release of collateral therefor and to the addition or release of any person primarily or secondarily liable thereon, and agrees to the provisions of any instrument, security or other writing evidencing Senior Indebtedness; provided, however, that no amendment to any instrument, security or other writing evidencing Senior Indebtedness, including the Credit Agreement or a Refinancing Agreement shall, without the prior written consent of the holders of 100% of the outstanding principal amount of this Note, at any time:

(a) increase the maximum aggregate principal amount permitted to be outstanding under or with respect to the Credit Agreement or a Refinancing Agreement, after deducting from such principal amount any repayments or prepayments of such Senior Indebtedness which were made prior to the date of any such amendment if such amounts could not, assuming satisfaction of all borrowing conditions, be immediately reborrowed after such repayment or prepayment; except that the Credit Agreement or

a Refinancing Agreement may be amended without the consent of any holder of Notes to increase the aggregate amount then permitted to be outstanding thereunder by an amount in excess of \$10,000,000 in the aggregate, provided that the sum of all increases contemplated hereunder by the definition of Refinancing Agreement shall not exceed \$10,000,000 in the aggregate; or

(b) extend the stated maturity dates of the Term Loan and Equipment Loans made under the Credit Agreement or the maturity of term loans under a Refinancing Agreement beyond the seventh anniversary of the Amendment and Restatement Date; or

(c) enter into any Refinancing Agreement or amendment thereto unless (i) the covenants and events of default therein, taken as a whole, are not materially more restrictive to the Borrower as those of the Credit Agreement, and (ii) the interest rate is not in excess of a fair market rate otherwise available to the Borrower at that time for that financing.

2.7 Each of the Companies and the holder of this Note shall execute and deliver to the holders of the Senior Indebtedness such other instruments and shall take such further action as the holders of Senior Indebtedness may from time to time reasonably request in order to carry out the terms and intent of the subordination provisions set forth herein.

2.8 The subordination provisions contained in this Section 2 and the rights and obligations of the Companies, the holders of Senior Indebtedness and the holder of this Note hereunder shall be binding upon and inure to the benefit of the holder of this Note and the holders of Senior Indebtedness and their respective successors, transferees and assigns.

2.9 The subordination provisions contained in this Section 2 are for the benefit of the holders of Senior Indebtedness and their successors and assigns and shall be rescinded or cancelled or modified in any way unless otherwise expressly provided for herein, and any provision of this Section 2 be waived or changed, without the express prior written consent thereto of the holders of a majority of the outstanding principal amount of the Senior Indebtedness. Section 2.2 hereof may be amended only by an instrument in

writing signed by the Required Lenders and the holders of 100% of the outstanding principal amount of this Note, and the consent of the Companies shall not be required for any such amendment.

2.10 No right of any present or future holder of any Senior Indebtedness to enforce subordination as provided in this Section 2 shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any of the Companies or by any act or failure to act by any such holder, or by any non-compliance by any of the Companies with the terms, provisions and covenants of this Note, regardless of any knowledge thereof any such holder may have or be otherwise charged with.

2.11 This Note shall contain the following legend:

"PAYMENTS OF PRINCIPAL AND INTEREST IN RESPECT OF THIS NOTE ARE SUBORDINATED TO THE EXTENT SPECIFIED IN SECTION 2 HEREOF TO THE PRIOR PAYMENT IN FULL OF THE SENIOR INDEBTEDNESS (AS SUCH TERM IS DEFINED HEREIN)."

2.12 MIA hereby confirms and acknowledges that the provisions contained in Section 2 hereof shall be for the benefit of all holders of Senior Indebtedness. Such holders of Senior Indebtedness include Barclays Business Credit, Inc. and each Transferee (as defined in the Credit Agreement) and their respective permitted successors and assigns.

SECTION 3. Interest; Payments; Optional and Mandatory Prepayments

3.1 Computation of Interest.

(a) Interest shall be calculated on the basis of a 360-day year for the actual days elapsed.

(b) Interest shall accrue from the date hereof, and, so long as any amounts remain outstanding or unpaid by the Borrower under the Credit Agreement or any Refinancing Agreement, shall be payable (i) on the last Business Day of March in each year commencing with March 31, 1996 in an amount, if any, as specified on the certificate delivered on such date pursuant to Section 6.3, equal to the lesser of (A) FIVE HUNDRED THOUSAND

DOLLARS (\$500,000), (B) the sum of unpaid and accrued interest, if any, on this Note, to and including such interest payment date and (C) Excess Cash Flow for the five-month period ended on the previous February 28th or 29th, as the case may be, (ii) on the last Business Day of September in each year commencing with September 30, 1995, in an amount, if any, as specified on the certificate delivered on such date pursuant to Section 6.3, equal to the lesser of (A) FIVE HUNDRED THOUSAND DOLLARS (\$500,000), (B) the sum of unpaid and accrued interest, if any, on this Note, to and including such interest payment date and (C) Excess Cash Flow for the eleven-month period ended on the previous August 31st less amounts paid on the last Business Day of March pursuant to clause (i) of this subsection (b), and (iii) in an additional amount, if any, on the fifteenth day following delivery of the certificate referred to in Section 6.3 accompanying the annual audited financial statements, but in any event no later than December 15th of each year, commencing with December 15, 1995, equal to the lesser of (A) the sum of unpaid and accrued interest, if any, on this Note, and (B) Excess Cash Flow for the fiscal year ended on the previous September 30th less amounts paid on the last Business Day of the previous March and September pursuant to clause (i) and (ii) of this subsection (b).

(c) All unpaid and accrued interest, if any, on this Note shall (to the extent permitted by applicable law) be compounded semi-annually on the last Business Day of March and September in each year commencing with March 31, 1995, at the per annum rate of 12%.

(d) Notwithstanding anything to the contrary in this Note, on and after the date that no amounts remain outstanding or unpaid by the Borrower under the Credit Agreement or any Refinancing Agreement, interest shall be payable on the last Business Day of March and September in each year. All unpaid and accrued interest, if any, on this Note, including (to the extent permitted by applicable law) interest previously compounded semi-annually on such amounts at the per annum rate of 12%, shall be payable on the first interest payment date on or after the date that no amounts remain outstanding or unpaid by the Borrower under the Credit Agreement or any Refinancing Agreement.

(e) Payments of principal and interest are to be made in lawful money of the United States of America and in immediately available funds at the close of business on each interest payment date.

In addition, notwithstanding anything to the contrary in this Note, the Borrower shall pay interest at a rate per annum equal to the then applicable interest rate, plus two percent (2%), on any overdue principal and interest, until the same shall be paid.

3.2 Payments. All payments (including prepayments) to be made by the Borrower on account of principal and interest shall be made without set-off or counterclaim.

3.3 Optional Prepayment. The Borrower may prepay this Note, at any time, in whole or in part, without premium or penalty. Any amounts so prepaid may not be reborrowed.

3.4 Maturity; Surrender, Etc. In the case of prepayment, the principal amount to be prepaid shall mature and become due and payable on the date fixed for such prepayment, together with interest on such principal amount accrued to such date. From and after such date, unless the Borrower shall fail to pay such principal amount when so due and payable, together with interest, as aforesaid, interest on such principal amount shall cease to accrue. If this Note is paid or prepaid in full it shall be surrendered to the Borrower and cancelled and shall not be reissued.

3.5 Acquisition of Note. The Borrower will not, and will not permit any Subsidiary or Affiliate of the Borrower to, purchase, redeem or otherwise acquire or make any offer to purchase or otherwise acquire this Note except upon the payment or prepayment thereof in accordance with the terms of this Note. In case the Borrower acquires this Note pursuant to any such offer, this Note shall thereafter be cancelled and shall not be reissued, and no other Note shall be issued in substitution therefor.

SECTION 4. Representations and Warranties

The Borrower hereby represents and warrants to MILP that:

4.1 Representations and Warranties made in Other Agreements. The representations and warranties made by the Borrower in the Credit Agreement are true and correct in all material respects as of the date hereof.

SECTION 5. Incorporated Covenants of the Borrower

5.1 Credit Agreement Covenants. The Borrower hereby agrees that, so long as this Note remains outstanding and unpaid or any other amount is owing to MILP hereunder, the Borrower shall comply with and perform the covenants set forth in Sections 8.2.1, 8.2.2, 8.2.3, 8.2.4, 8.2.5, 8.2.7, 8.2.9 and 8.2.12 of the Credit Agreement (as in effect on the date hereof, without giving effect to any termination of the Credit Agreement but after giving effect to each waiver, amendment or modification thereof whether or not made with the prior written consent of the Senior Subordinated Lender), the provisions of which (together with defined terms used therein) are by this reference deemed incorporated in this Note as if the provisions thereof were originally contracted with MILP and set forth in full herein, except that

(i) references therein to (a) "Lender," (b) "Loan Documents," (c) "Loans" or "Obligations," (d) "Agreement," (e) "Event of Default" and (f) sections of the Credit Agreement shall be deemed to be references to (a) the holder of this Note, (b) the Agreement, the Senior Subordinated Collateral Documents and this Note, (c) the Obligations hereunder, (d) the Agreement, (e) an Event of Default under the Credit Agreement and (f) sections of the Credit Agreement as incorporated herein, respectively; and

(ii) all references therein not applicable to the provisions hereof shall be disregarded herein.

5.2 Note Purchase Agreement Covenants. The Borrower hereby agrees that, so long as this Note remains outstanding and unpaid or any other amount is owing to MILP hereunder, the Borrower shall comply with and perform the covenants set forth in Section 6.1 of the Note Purchase Agreement (as in effect on the date hereof, without giving effect to any termination of the Note Purchase Agreement or any waiver, amendment or modification thereof made without the prior written consent of MILP), the provisions of which

(together with defined terms used therein and not defined herein) are by this reference deemed incorporated in this Note as if the provisions thereof were originally contracted with MILP, and set forth in full herein, but with such conforming changes, if any, as the context may require.

SECTION 6. Additional Covenants of the Borrower

6.1 Capital Expenditures. Borrower may make Capital Expenditures in each fiscal year in an amount not exceeding 120% of the amount set forth in Section 8.3.8 of the Credit Agreement as in effect on the date hereof.

6.2 Net Worth. Borrower must maintain during each fiscal year end and period set forth in Section 8.3.1 of the Credit Agreement as in effect on the date hereof a Consolidated Adjusted Tangible Net Worth (as defined in the Credit Agreement) of not less than 60% of the amounts set forth in such Section.

6.3 Officer's Certificate. Borrower agrees that, so long as any amounts remain outstanding or unpaid by the Borrower under the Credit Agreement or any Refinancing Agreement, the Borrower shall deliver to the Senior Subordinated Lender, on March 31, September 30 and simultaneously with the delivery of the Borrower's annual financial statements pursuant to Section 6.1 of the Note Purchase Agreement (as incorporated by reference in Section 5.2 hereof), a certificate of a Responsible Officer of the Borrower which shall be complete and correct in all material respects and show in reasonable detail the calculation of the amount, if any, to be paid by the Borrower to the Senior Subordinated Lender pursuant to subsection 3.1(b). The Borrower shall deliver financial statements, consistent with the financial statements delivered pursuant to Section 6.1 of the Note Purchase Agreement (as incorporated by reference in Section 5.2 hereof), simultaneously with the certificate delivered on March 31 and September 30, for the five-month period ending February 29, as the case may be, and the six-month period ending August 31, respectively.

6.4 Further Assurances. Borrower shall as promptly as reasonably practicable execute and deliver, or cause to be executed and delivered, to the Lender such documents and agreements, and shall take or cause to be

taken such actions, as the Senior Subordinated Lender may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Senior Subordinated Collateral Documents.

SECTION 7. Events of Default

Upon the occurrence of any of the following events:

(a) the Borrower shall fail to pay any principal of this Note when due in accordance with the terms hereof; or fail to pay any interest on this Note, or any other amount payable hereunder, within ten (10) days after any such amount becomes due in accordance with the terms hereof; or

(b) (i) default shall occur in the observance or performance of the covenant contained in Section 6.1; (ii) default shall occur in the observance or performance of the covenant contained in Section 6.4 and such default shall not be cured or waived within five (5) days after the occurrence thereof; (iii) default shall occur in the observance or performance of an incorporated covenant under Section 5.2 hereof and, if the Note Purchase Agreement in effect on the date hereof provides a grace period for the remedying of such default, such default shall continue unremedied for a period equal to such grace period (unless MILP shall have consented to a waiver of or amendment thereto); (iv) default shall occur in the observance or performance of any other covenant or agreement contained in the Agreement or this Note and such default shall continue after receipt of notice thereof from the Senior Subordinated Lender (A) for a period of thirty-five (35) days or such shorter period as may be required by applicable law, rule or regulation in the case of the covenants incorporated by reference through Section 5.1 hereof or (B) for a period of thirty-five (35) days with respect to any other covenant or agreement contained or incorporated by reference herein; (v) default shall occur in the observance or performance of any other covenant or agreement of any other Senior Subordinated Collateral Document (other than as specifically enumerated in this Section 7(b) beyond any period of grace contained

therein; or (vi) any Senior Subordinated Collateral Document shall terminate (other than in accordance with its terms or the terms hereof or with the written consent of holders of 50% of the outstanding principal amount of the Note) or become void or unenforceable; or

any representation or warranty made or deemed made by the Borrower herein or in the Agreement or in any Senior Subordinated Collateral Document which is contained in any certificate, document or other statement furnished at any time under or in connection with this Note, the Agreement or any Senior Subordinated Collateral Document shall prove to have been incorrect in any material respect on or as of the date made or furnished and the Borrower shall have failed to remedy the inaccuracy of such representation or warranty (a) in the case of any representation or warranty that is incorporated by reference, within five days after the expiration of the grace period, if any, applicable to such representation or warranty or (b) in the case of any other representation or warranty, within 30 days after knowledge thereof; or

(d) the Borrower or any Subsidiary shall default in the payment of principal of or interest on any indebtedness in excess of \$750,000 (other than this Note) for borrowed money beyond any period of grace provided with respect thereto or in the performance of any other agreement, term or condition contained in any agreement under which such obligation is created or secured or any other event shall occur under any such agreement if the effect of any of such default is to cause such obligation to become due prior to its stated maturity; or

(e) one or more of the Senior Subordinated Collateral Documents shall cease to be in full force and effect, or any Senior Subordinated Collateral Document shall cease to be effective to create a perfected security interest in, and lien on, all of the collateral subject thereto, or any Senior Subordinated Lender superior to and prior to the rights of all third Persons other than Liens arising under Senior Indebtedness and subject to no other Liens (other than Permitted Liens); or

(f) (i) the Borrower or any Subsidiary shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or the Borrower or any Subsidiary shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Borrower or any Subsidiary any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) the Borrower or any Subsidiary shall take any action in furtherance of, or in taking its consent to, approval of, or acquiescence in any of the acts set forth in clause (i) or (ii) above; or (iv), the Borrower or any Subsidiary shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) a final judgment, a writ of execution, attachment, garnishment or Lien which, with other outstanding final judgments, writs, attachments, garnishments or Liens against the Borrower and/or its Subsidiaries, exceeds an aggregate of \$750,000 shall be entered or issued against the Parent, the Borrower or any such Subsidiary and, within 60 days after entry or issue thereof, such judgment, writ, attachment, garnishment or Lien shall not have been discharged or execution thereof stayed pending appeal or within 60 days after the expiration of any such stay such judgment shall not have been discharged, or

(h) there shall exist any "unrelated funding deficiency" (as defined in ERISA with respect to any ERISA Plan, or any ERISA Plan shall be subject to termination proceedings (voluntary or involuntary) (except with respect to The Igloo Corporation Retire-

ment Plan), or the Borrower or any ERISA Affiliate shall withdraw from any ERISA Plan and there shall result from such termination proceedings or withdrawal a liability of the Borrower or any ERISA Affiliate to the PBGC, the Internal Revenue Service or any ERISA Plan, which deficiency or liability will materially adversely affect the consolidated financial condition or operation of the Borrower and any ERISA Affiliates taken as a whole, or prevent any of the Parent, the Borrower or any of their ERISA Affiliates to perform its obligations under the Agreement, this Note, any Senior Subordinated Collateral Documents or the Operative Agreements (as defined in the Note Purchase Agreement) to which it is a party.

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically this Note (with accrued interest thereon) and all amounts owing under this Note shall immediately become due and payable, and (B) if such event is any other Event of Default, the holder of this Note, subject to the provisions of Section 2, may by notice to the Borrower declare this Note (with accrued interest thereon) and all other amounts owing under this Note to be immediately due and payable. Except as expressly provided above in this Section 7, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

SECTION 8. Miscellaneous

8.1 Amendments and Waivers. Neither this Note nor any terms hereof may be waived, amended, supplemented or modified unless such waiver, amendment, supplement or modification is in writing signed by the Borrower and the holders of more than 50% of the aggregate principal amount of this Note outstanding.

8.2 Notices. All notices, demands and demands to or upon the respective parties shall be effective shall be in writing (including by copy or telex, if available), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or, in the case of notice by mail, when received, or, in the case of telecopy notice, when sent, confirmation of receipt received, or, in the case of

telex notice, when sent, answerback received, addressed as follows in the case of the Borrower and the Senior Subordinated Lender or to such other address as may be hereafter notified by the respective parties hereto and any future holders of this Note.

CANCELLED

The Borrower: Igloo Products Corp.
1001 West Sam Houston Parkway North
Houston, Texas 77043
Attention: President
Telecopier: (713) 973-4606
Confirmation: (713) 973-4671

The Senior
Subordinated
Lender:

Mezzanine Investment Limited
Partnership-7
200 Park Avenue, 21st Floor
New York, NY 10166
Telephone: (212) 692-5719
Fax: (212) 692-5790
Attention: Senior Vice President

with a copy
to:

CANCELLED

Metropolitan Life Insurance Company
120 Madison Avenue, Area 7-H
New York, NY 10010
Telephone: (212) 578-5599
Fax: (212) 696-0541
Attention: Thomas C. Hoi, Esq.

8.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Senior Subordinated Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

8.4 Payment of Taxes; Indemnification. The Borrower agrees (a) to pay or reimburse the Senior Subor-

CANCELLED

minated Lender for all reasonable out-of-pocket costs and expenses of MILP incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Note, the Agreement, the Senior Subordinated Collateral Documents and any other documents prepared in connection herewith and therewith, and the consummation of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees and disbursements of counsel to MILP, (b) recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Note, the Agreement, the Senior Subordinated Collateral Documents and any such other documents and (c) to pay, indemnify and hold MILP harmless from and against any and all other liabilities, obligations, costs, expenses, damages, penalties, actions, judgments, settlements, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement and performance of this Note, the Agreement, the Senior Subordinated Collateral Documents and any such other documents and the transactions contemplated thereby, including, without limitation, the reasonable fees and disbursements of counsel to MILP. The agreements in this subsection 8.4 shall survive repayment of this Note and all other amounts payable hereunder.

8.5 This Note can be sold, assigned or transferred in accordance with the provisions as set forth in Section 6.3 of the Agreement.

CANCELLED

8.6 Successors and Assigns: Assignments; Participations. This Note shall be binding on and inure to the benefit of the Borrower, MILP, all holders of this Note and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under this Note without the prior written consent of the holders of 50% of the aggregate principal amount of this Note outstanding.

8.7 GOVERNING LAW. THIS NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.8 Submission to Jurisdiction; Waivers. (a) The Borrower hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Note, the Senior Subordinated Collateral Documents or the Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(ii) consents that such action or proceeding may be brought in any of such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at the address set forth in subsection 8.2 hereof or at such other address of which the Senior Subordinated Lender shall have been notified pursuant thereto; and

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(b) The Borrower and the holder of this Note hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Note, the Senior Subordinated Collateral Documents or the Agreement and for any counterclaim therein.

IGLOO PRODUCTS CORP

By:

James P. Harris, Jr.
Title: *V.P.*

CANCELLED

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only along perforation for filing.
2. Remove Secured Party and Debtor copies and bring other 3 copies to the filing officer.
3. Remove filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper that is convenient for the secured party, indicate the number of additional sheets attached.
5. If material is cross or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| | | |
|---|--|--|
| <p>1 Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403</p> | <p>2 Secured Party(ies) and address(es): Shawmut Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033</p> | <p>3 Maturity date (if any): For Filing Officer (Date, Time and Filing Office)</p> |
|---|--|--|

4 This statement refers to original Financing Statement bearing File No. 3336260
Filed with Secretary of State, IL Date Filed December 5, 19 94

5 Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7 Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.

8 Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.

9 Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10

No of additional Sheets presented

Shawmut Capital Corporation, as Agent

By _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By: *Richard H. ...*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS:

1. PLEASE TYPE the form. Fill only filing jurisdiction for filing.
2. Remove Secured Party and Debtor names and send other 3 copies to the filing officer.
3. Complete filing jurisdiction and file in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented.
5. In the filing officer with a set of these copies of Form UCC-3 Using schedules of collateral, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
6. If collateral is goods or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
7. At the time of filing, filing officer will return third copy as an acknowledgment.

| | | |
|---|--|---|
| This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | | 3 Maturity date (if any) |
| 1 Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403 | 2 Secured Party(ies) and address(es): Shawmut Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033 | For Filing Officer (Date, Time and Filing Office) |
| 4 This statement refers to original Financing Statement bearing File No. <u>1953667</u> Filed with <u>Secretary of State, IN</u> Date Filed <u>December 5,</u> 19 <u>94</u> | | |
| 5 <input type="checkbox"/> Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6 <input checked="" type="checkbox"/> Termination Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7 <input type="checkbox"/> Assignment The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10. 8 <input type="checkbox"/> Amendment Financing Statement bearing file number shown above is amended as set forth in item 10. 9 <input type="checkbox"/> Release Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above. 10 | | |

No. of additional Sheets presented: _____

Shawmut Capital Corporation, as Agent

By _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By [Signature]
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE the form. Fee only using perforation for making.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Complete filing labels, and fill in original Financing Statement number and date filed.
4. If the space provided for any data(s) on the form is inadequate, the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper that is convenient for the secured party, provided the number of additional sheets attached is indicated in a cross or check which are or are to become features. Describe generally the real estate and give name of record owner.
5. At the time of filing, filing officer will return third copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| | | |
|--|--|--|
| <p>1. Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403 Tax I.D.#: 36-3474772</p> | <p>2. Secured Party(ies) and address(es): Shawmut Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033</p> | <p>3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)</p> |
|--|--|--|

4. This statement refers to original Financing Statement bearing File No. 2085261
 Filed with Secretary of State, KS Date Filed December 5, 19 94

5. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented: _____

By _____
 Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By [Signature]
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE the form. Add only using perforation for making.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Prepare filing fee(s) and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collaterals, etc. may be on the last page if a comment for the secured party indicate the number of additional sheets attached.
5. If collateral is cash or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and addresses:

2. Secured Party(ies) and addresses:

For Filing Officer (Date, Time and Filing Office)

lgloo Products Corp.
1001 W. Sam Houston Parkway, North
Houston, TX 77403
Tax I.D.#: 36-3474772

Shawmut Capital Corporation, as Agent
200 Glastonbury Boulevard
Glastonbury, CT 06033

4. The statement refers to original Financing Statement bearing File No. 496940

Filed with Secretary of State, MI Date Filed December 5, 19 94

5. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the number shown above, is still effective
6. Termination Secured party no longer claims a security interest under the financing statement bearing file number shown above
7. Assignment The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10
8. Amendment Financing Statement bearing file number shown above is amended as set forth in item 10
9. Release Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above

10.

No of additional Sheets presented:

Shawmut Capital Corporation, as Agent

By _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By *Shawmut Capital Corporation*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only along perforation for filing.
2. Number Secured Party and Debtor (above and under other 3 copies to the filing officer).
3. Number filing (above and 5) in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the same(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented.
5. If the filing officer with a set of three copies of Form UCC-3 (Long schedule of collateral, etc., may be on any size paper that is convenient for the secured party) indicate the number of additional sheets attached.
6. If collateral is cash or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
7. At the time of filing, filing officer will return third copy as an acknowledgment.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| | | |
|--|--|---|
| 1 Debtors: (Last Name First) and addresses: 16100 Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403 | 2 Secured Party(ies) and addresses: Shawmut Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033 | 3 Maturity date (if any): For Filing Officer (Date, Time and Filing Office): |
|--|--|---|

4 This statement refers to original Financing Statement bearing File No. 433665
 Filed with Secretary of State, NH Date Filed December 5, 19 94

- 5 Continuation: The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6 Termination: Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7 Assignment: The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8 Amendment: Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9 Release: Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10

No. of additional Sheets presented:

Shawmut Capital Corporation, as Agent

By _____
 Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By Michael H. ...
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only filing jurisdiction for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any detail on this form is inadequate the detail should be continued on additional sheets, preferably 5" x 8" or 6" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is cash or goods which are or are to become future, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return first copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es):
Iglloo Products Corp.
1001 W. Sam Houston Parkway, North
Houston, TX 77403

2 Secured Party(ies) and address(es):
Shawmut Capital Corporation, as Agent
200 Glastonbury Boulevard
Glastonbury, CT 06033

For Filing Officer (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 286
Filed with Town Clerk of Milford, NH Date Filed December 5, 19 94

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Shawmut Capital Corporation, as Agent

By _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By Michael J. Glendon
Signature(s) of Secured Party(ies)

(:) FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

TRADEMARK

REEL: 002392 FRAME: 0073

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only using perforation for notes.
2. Reverse Secured Party and Debtor names and send other 3 copies to the filing officer.
3. Submit this form and 10 original Financing Statements number and date filed.
4. If the copies provided for any financial on this form's enclosure (the copies) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a list of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper. This is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is goods or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return first copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | | |
|--|---|---|
| 1. Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403 | 2. Secured Party(ies) and address(es): Shawmut Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033 | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
|--|---|---|

4. This statement refers to original Financing Statement bearing File No. 27873
 Filed with Town Clerk of Salem, NH Date Filed December 5, 19 94

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

Shawmut Capital Corporation, as Agent

By: _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By: *Michael J. Head*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only along perforation for marks.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Retain filing receipt, and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on this form is inadequate, the form(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper that is convenient for the secured party, provided the number of additional sheets attached is indicated in a cross or grade which are or are to become fixtures, describe generally the real estate and give name of "record owner".
5. At the time of filing, filing officer will return third copy as an acknowledgment.

| | | |
|---|--|---|
| The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
| 1. Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403 | 2. Secured Party(ies) and address(es): Shawmut Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033 | |
| 4. This statement refers to original Financing Statement bearing File No. <u>AL47026</u> Filed with <u>Secretary of State, OH</u> Date Filed <u>December 5,</u> 19 <u>94</u> | | |

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10. _____

No of additional Sheets presented: _____

By _____
Signatures of Debtor(s) (necessary only if item 8 is applicable)

By *[Signature]*
Signatures of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS:

1. PLEASE TYPE this form. Fill only along perforation for filing.
2. Retain Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Complete filing receipt and file in original Financing Statement number and date filed.
4. If the space provided for any report on this form is inadequate the report should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any one cover sheet if convenient to the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | | |
|---|--|---|
| 1. Debtors (Last Name First) and address(es) Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403 | 2. Secured Party(ies) and address(es) Shawmut Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033 | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
|---|--|---|

4. This statement refers to original Financing Statement bearing File No. 4278010
 Filed with Franklin County, OH Date Filed December 6, 1994

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

No of additional Sheets presented _____

Shawmut Capital Corporation, as Agent

By _____ By *Michael G. ...*
Signatures of Debtors (necessary only if item 8 is applicable) Signatures of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Read only along perforation for cutting.
2. Remove Secured Party and Debtor copies and save other 3 copies to the filing officer.
3. Complete filing label, and fill in original Financing Statement number and date filed.
4. If this release provided for any collateral on the form a separate sheet should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3 (Long schedule of collateral, etc. may be on any one copy that is convenient for the secured party. Indicate the number of additional sheets attached).
5. If collateral is cash or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return three copies as an acknowledgment.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| | | |
|---|--|--|
| <p>1. Debtor(s) (Last Name First) and addresses: Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403</p> | <p>2. Secured Party(ies) and addresses: Shawmut Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033</p> | <p>3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)</p> |
|---|--|--|

4. This statement refers to original Financing Statement bearing File No. 945086
 Filed with Waller County, TX Date Filed December 5, 1994

- | | | | |
|----|-------------------------------------|--------------|--|
| 5. | <input type="checkbox"/> | Continuation | The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. |
| 6. | <input checked="" type="checkbox"/> | Termination | Secured party no longer claims a security interest under the financing statement bearing file number shown above. |
| 7. | <input type="checkbox"/> | Assignment | The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10. |
| 8. | <input type="checkbox"/> | Amendment | Financing Statement bearing file number shown above is amended as set forth in item 10. |
| 9. | <input type="checkbox"/> | Release | Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above. |

10. _____

 No. of additional Sheets presented: _____

By: _____
 Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By: Shawmut Capital Corporation, as Agent
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for filing.
2. Retain Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Retain filing fees, and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on this form is inadequate the report(s) should be continued on additional sheets, preferably 5" x 8" or 6" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of contents, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is cash or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

| | | |
|--|---|--|
| <p>1. Debtor(s) (Last Name First) and address(es) Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403</p> | <p>2. Secured Party(ies) and address(es) Shawmut Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033</p> | <p>For Filing Officer (Date, Time and Filing Office)</p> |
|--|---|--|

4. The statement refers to original Financing Statement bearing File No. 1472292
 Filed with Secretary of State, WI Date Filed December 5, 19 94

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10

No. of additional Sheets presented

Shawmut Capital Corporation, as Agent

By _____
 Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By Michael Grande
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

NOTE: Send ONLY this page to the Department of State. You will receive a computer receipt. Pages 1 & 2 are for County filing only. Pages 3 and 4 are for your records. Check with the Prothonotary of the County for proper use of this form in that County.

COMMONWEALTH OF PENNSYLVANIA - UCC3

PARTIES
 Debtor name (last name first if individual) and mailing address:
 Igloo Products Corp.
 1001 W. Sam Houston Parkway, North
 Houston, TX 77403

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) of Record name(s) (last name first if individual) and address for security interest information:
 Shamout Capital Corporation, as Agent
 200 Glastonbury Boulevard
 Glastonbury, CT 06033

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SIGNATURE(S)
 Debtor Signature(s) (only if Amendment):

 Secured Party Signature(s):
Michael Howard
 Shamout Capital Corporation, as Agent

FINANCING STATEMENT CHANGE
 Uniform Commercial Code Form UCC-3
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): _____ Date, Time, Filing Office (stamped by filing officer): _____

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of Erie County.
 Real Estate Records of _____ County.

Number of Additional Sheets (if any): _____
 Optional Special Identification (Max. 10 characters): _____

ORIGINAL FINANCING STATEMENT BEING CHANGED
 This Financing Statement Change relates to an original Financing Statement No. 22532-94 filed with the:
 Secretary of the Commonwealth on (date) _____
 Prothonotary of Erie County on (date) 12/5/94
 Real Estate Records of _____ County on (date) _____

DESCRIPTION OF FINANCING STATEMENT CHANGE
 Continuation - The original Financing Statement identified above is still effective.
 Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
 Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
 Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
 Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

RETURN RECEIPT TO:

NOTE Send **ONLY** first page to the Department of State. You will receive a computer receipt. Pages 1 & 2 are for County filing only. Pages 3 and 4 are for your records. Check with the Prothonotary of the County for proper use of this form in that County.

COMMONWEALTH OF PENNSYLVANIA - UCC3

| PARTIES | FINANCING STATEMENT CHANGE Uniform Commercial Code Form UCC-3 IMPORTANT-Please read instructions on reverse side of page 4 before completing |
|--|---|
| <p>Debtor name (last name first if individual) and mailing address:</p> <p>Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403</p> | <p>Filing No. (stamped by filing officer): _____ Date, Time, Filing Office (stamped by filing officer): _____</p> |
| <p>Debtor name (last name first if individual) and mailing address:</p> | <p>This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):</p> <p><input type="checkbox"/> Secretary of the Commonwealth.</p> <p><input checked="" type="checkbox"/> Prothonotary of <u>Allegheny</u> County.</p> <p><input type="checkbox"/> Real Estate Records of _____ County.</p> |
| <p>Debtor name (last name first if individual) and mailing address:</p> | <p>Number of Additional Sheets (if any): _____</p> <p>Optional Special Identification (Max. 10 characters): _____</p> |
| <p>Debtor name (last name first if individual) and mailing address:</p> | <p style="text-align: center;">ORIGINAL FINANCING STATEMENT BEING CHANGED</p> <p>This Financing Statement Change relates to an original Financing Statement No. <u>08244</u> filed with the:</p> <p><input type="checkbox"/> Secretary of the Commonwealth on (date) _____</p> <p><input checked="" type="checkbox"/> Prothonotary of <u>Allegheny</u> County on (date) <u>12/6/94</u></p> <p><input type="checkbox"/> Real Estate Records of _____ County on (date) _____</p> |
| <p>Secured Party(ies) of Record name(s) (last name first if individual) and address for security interest information:</p> <p>Shamout Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033</p> | <p style="text-align: center;">DESCRIPTION OF FINANCING STATEMENT CHANGE</p> <p><input type="checkbox"/> Continuation - The original Financing Statement identified above is still effective.</p> <p><input checked="" type="checkbox"/> Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.</p> <p><input type="checkbox"/> Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.</p> <p><input type="checkbox"/> Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.</p> <p><input type="checkbox"/> Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).</p> |
| <p>Special Types of Parties (check if applicable):</p> <p><input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.</p> <p><input type="checkbox"/> The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.</p> <p><input type="checkbox"/> Debtor is a Transmitting Utility.</p> | <p>Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):</p> |
| <p style="text-align: center;">SIGNATURE(S)</p> <p>Debtor Signature(s) (only if Amendment):</p> <p>Secured Party Signature(s):</p> <p><i>[Signature]</i> Shamout Capital Corporation, as Agent</p> | <p style="text-align: center;">RETURN RECEIPT TO:</p> |

STANDARD FORM UCC-3 (7-89)
Approved by Secretary of Commonwealth of Pennsylvania

(1) FILING OFFICE ORIGINAL

REGISTERED PROFESSIONAL SERVICE, INC.

NOTE Send **ONLY** first page to the Department of State. You will receive a computer receipt. Pages 1 & 2 are for County filing only. Pages 3 and 4 are for your records. Check with the Prothonotary of the County for proper use of this form in that County.

COMMONWEALTH OF PENNSYLVANIA - UCC3

PARTIES
 Debtor name (last name first if individual) and mailing address:
 Igloo Products Corp.
 1001 W. Sam Houston Parkway, North
 Houston, TX 77403

FINANCING STATEMENT CHANGE
 Uniform Commercial Code Form UCC-3
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): _____ Date, Time, Filing Office (stamped by filing officer): _____

Debtor name (last name first if individual) and mailing address:

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

Secretary of the Commonwealth.
 Prothonotary of _____ County.
 Real Estate Records of _____ County.

Number of Additional Sheets (if any): _____
 Optional Special Identification (Max. 10 characters): _____

Debtor name (last name first if individual) and mailing address:

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. 23770227 filed with the:
 Secretary of the Commonwealth on (date) December 5, 1994
 Prothonotary of _____ County on (date) _____
 Real Estate Records of _____ County on (date) _____

Secured Party(ies) of Record names(s) (last name first if individual) and address for security interest information:
 Shawmut Capital Corporation, as Agent
 200 Glastonbury Boulevard
 Glastonbury, CT 06033

DESCRIPTION OF FINANCING STATEMENT CHANGE

Continuation - The original Financing Statement identified above is still effective.
 Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
 Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
 Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
 Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):
Michael Chand
 Shawmut Capital Corporation, as Agent

RETURN RECEIPT TO:

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS:

1. PLEASE TYPE the form. Post only using perforation for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

| | | |
|--|---|--|
| The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: | | 3. Maturity date (if any): |
| 1. Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway North Houston, TX 77043 | 2. Secured Party(ies) and address(es): Barclays Business Credit, Inc., as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033 | For Filing Officer (Date, Time and Filing Office): |
| 4. This statement refers to original Financing Statement bearing File No. <u>R179135</u> Filed with <u>Harris County, TX</u> Date Filed <u>December 7,</u> 19 <u>94</u> | | |

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10. _____

No. of additional Sheets presented: _____

Barclays Business Credit, Inc., as Agent

By: _____ Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

(1) FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE the form first one along perforation for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing fee(s), and file original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets preferably 5 1/2 x 8 or 8 1/2 x 10. Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3 Long Schedules of Collateral, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. Collateral is cross or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es):
Igloo Products Corp.
1001 W. Sam Houston Parkway North
Houston, TX 77043

2. Secured Party(ies) and address(es):
Barclays Business Credit, Inc., as Agent
200 Glastonbury Boulevard
Glastonbury, CT 06033

For Filing Officer: Date, Time and Filing Office:

4. This statement refers to original Financing Statement bearing File No. R179134
 Filed with Harris County, TX Date Filed December 7, 19 94

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Barclays Business Credit, Inc., as Agent

By _____
 Signature(s) of Debtor(s) (necessary only if item 5 is applicable)

By *[Signature]*
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Post only along perforation for filing.
2. Remove Secured Party and Collateral Copies and send other 3 copies to the filing officer.
3. Enclose filing fee(s), and file in original Financing Statement number and date filed.
4. The space provided for any serial on this form is inadequate; the form(s) should be continued on additional sheets, preferably 5" x 8" or 8 1/2" x 11". Only one copy of such additional sheets needs be presented to the filing officer with a list of three copies of Form UCC-3 Long schedules of collateral, etc. may be in any file order that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If contents in copies or goods which are or are to become fixtures, describe generally the real estate and give name of record on it.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | | |
|---|---|--|
| <p>1. Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway North Houston, TX 77043</p> | <p>2. Secured Party(ies) and address(es): Shawmut Capital Corporation, as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033</p> | <p>3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)</p> |
| <p>4. This statement refers to original Financing Statement bearing File No. <u>231431</u> Filed with <u>Secretary of State, TX</u> Date Filed <u>December 5,</u> 19 <u>94</u></p> | | |

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No of additional Sheets presented:

Shawmut Capital Corporation, as Agent

By: _____
 Signature(s) of Debtor(s) (necessary only if item 5 is applicable)

By: [Signature]
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS:

1. PLEASE TYPE this form. Post only along perforation for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing fee(s), and file in original Financing Statement number and date filed.
4. If the space provided for any report on this form is inadequate, the report should be continued on additional sheets, preferably 5, 4, 3" or 4, 4" 1/2. Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any one sheet that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is real estate or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

| | | |
|---|---|--|
| The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. | | 3. Maturity date (if any): |
| 1. Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403 | 2. Secured Party(ies) and address(es): Barclays Business Credit, Inc., as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033 | For Filing Officer (Date, Time and Filing Office): |

4. This statement refers to original Financing Statement bearing File No. 120629
Filed with Benton County, AR Date Filed December 5, 1994

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented: _____

Barclays Business Credit, Inc., as Agent

By: Shawmut Capital Corporation, as Successor-in-Interest

By: [Signature] Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS:

1. PLEASE TYPE the form. Read only along perforation for marking.
2. Retain Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing fee, and file original Financing Statement number and date filed.
4. If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return one copy as an acknowledgment.

| | | |
|--|---|---|
| This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: | | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
| 1. Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403 | 2. Secured Party(ies) and address(es): Barclays Business Credit, Inc., as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033 | |
| 4. This statement refers to original Financing Statement bearing File No. <u>934628</u> Filed with <u>Secretary of State, AR</u> Date Filed <u>December 5,</u> 19 <u>94</u> | | |

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Barclays Business Credit, Inc., as Agent
 By: **Shammut Capital Corporation, as Successor-in-Interest**
 By: *[Signature]* Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS:

1. PLEASE TYPE this form. Fill only along perforation for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing fee(s), and 15 in original Financing Statement Number and date filed.
4. If the space provided for any item(s) on the form is inadequate the material should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a list of three copies of Form UCC-3 Long schedules of collateral, etc., may be on one set of papers that is convenient for the secured party records the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

| | | |
|---|---|---|
| 1. Debtor(s) (Last Name First) and address(es) Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403 | 2. Secured Party(ies) and address(es) Barclays Business Credit, Inc., as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033 | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
|---|---|---|

4. This statement refers to original Financing Statement bearing file No. 302428
 Filed with Webster Parish, LA Date Filed December 5, 19 94

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10. Debtor's id. no.: 36-3474772; Secured Party's id. no.: 06-1031656.

No. of additional Sheets presented:

By: _____
 Signature(s) of Debtor(s) (necessary only if item 5 is applicable)

By: Shawmut Capital Corporation
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

TRADEMARK

REEL: 002392 FRAME: 0087

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS:

1. PLEASE TYPE the form. For only long performance for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing receipt, and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

| | | |
|--|--|---|
| The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
| 1. Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway, North Houston, TX 77403 | 2. Secured Party(ies) and address(es): Barclays Business Credit, Inc., as Agent 200 Glastonbury Boulevard Glastonbury, CT 06033 | |

4. This statement refers to original Financing Statement bearing File No. 1606600
Filed with Secretary of State, NJ Date Filed December 5, 19 94

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

By: Barclays Business Credit, Inc., as Agent
Shawmut Capital Corporation, as Successor-in-Interest
By: [Signature] Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if item 3 is applicable)

(1) FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

TRADEMARK

REEL: 002392 FRAME: 0088

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only along perforation for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing fee(s), and file original Financing Statement number and date here.
4. If the asset provided for any right(s) on the form is intangible the form(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper. Put a comment on the secured party indicate the number of additional sheets attached.
5. If collateral is made of goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

| | | |
|---|--|---|
| 1 Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway North Houston, TX 77043 | 2 Secured Party(ies) and address(es): Mezzanine Investment Limited Partnership-7, as Agent 200 Park Avenue, 21st FL. New York, NY 10166 Attn: Senior Vice President | For Filing Officer (Date, Time and Filing Office) |
|---|--|---|

4. This statement refers to original Financing Statement bearing File No. 1473369
 Filed with Secretary of State, WI Date Filed December 9, 19 94

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

No of additional Sheets presented _____

By _____
 Signatures of Debtor(s) (necessary only if item 8 is applicable)

By Michael J. Hays
 Signatures of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Complete filing label, and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on this form is inadequate the item(s) should be continued on additional sheets, preferably 5' x 8' or 8' x 10'. Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is cross or pooled which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | | |
|---|---|--|
| <p>1. Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway North Houston, TX 77043</p> | <p>2. Secured Party(ies) and address(es): Mezzanine Investment Limited Partnership-7, as Agent 200 Park Avenue, 21st FL. New York, NY 10166 Attn: Senior Vice President</p> | <p>3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)</p> |
| <p>4. This statement refers to original Financing Statement bearing File No. <u>AL47834</u> Filed with <u>Secretary of State, OH</u> Date Filed <u>December 9,</u> 19<u>94</u></p> | | |

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

Mezzanine Investment Limited Partnership-7, as Agent

By _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By *Michael G. Meyer*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS:

1. PLEASE TYPE this form. Post only along perforation for mailing.
2. Remove Secured Party and Debtor address and send other 3 copies to the filing officer.
3. Submit three copies, one to original Filing, Statement Number and date filed.
4. If the debtor provided for any collateral on the form to indicate the collateral should be attached on additional sheets, preferably 3" x 5" or 5" x 10". Only one copy of such additional sheets need be presented to the filing officer with a list of three copies of Form UCC-3 Long description of collateral, etc. may be on any two copies that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is assets or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return this copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)
Igloo Products Corp.
 1001 W. Sam Houston Parkway North
 Houston, TX 77043

2. Secured Party(ies) and address(es):
**Mezzanine Investment Limited
 Partnership-7, as Agent**
 200 Park Avenue, 21st FL.
 New York, NY 10166
 Attn: Senior Vice President

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 1607837
 Filed with Secretary of State, NJ Date Filed December 9, 1994

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

Mezzanine Investment Limited Partnership-7, as Agent

By _____
 Signatures(s) of Debtor(s) (necessary only if item 8 is applicable)

By *Michael J. Huggins*
 Signatures(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Add only along perforation for making.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing fee(s), and ID of original Financing Statement number and date filed.
4. If the space provided for any item(s) on this form is inadequate the form(s) should be continued on additional sheets, preferably 8" x 11" or 8 1/2" x 11". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3 Long schedule of collateral, etc. Mark DO on any side paper this is a statement for the secured party indicate the number of additional sheets attached.
5. If collateral is cross or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return this copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any):

| | | |
|---|--|--|
| <p>1. Debtor(s) (Last Name First) and addressee(s) Igloo Products Corp. 1001 W. Sam Houston Parkway North Houston, TX 77043</p> | <p>2. Secured Party(ies) and addressee(s) Mezzanine Investment Limited Partnership-7, as Agent 200 Park Avenue, 21st FL. New York, NY 10166 Attn: Senior Vice President</p> | <p>For Filing Officer (Date, Time and Filing Office)</p> |
|---|--|--|

4. This statement refers to original Financing Statement bearing File No. 434003
 Filed with Secretary of State, NH Date Filed December 9, 19 94

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Mezzanine Investment Limited Partnership-7, as Agent

By _____
 Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By *Michael G. Muzz*
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. *File only along perforation for mailing.*
2. Remove Secured Party and Creditor copies and send other 3 copies to the filing officer.
3. Enclose filing receipt, and 88 in original Financing Statement number and date filed.
4. If the space provided for any item(s) on this form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of these sheets of Form UCC-3 (with schedule of collateral, etc.) may be on any date other than a continuation for the secured party. Indicate the number of additional sheets attached.
5. If collateral is cross or double which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return three copy as an acknowledgment.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

| | | |
|--|---|--|
| <p>1. Debtor(s) (Last Name First) and address(es) Igloo Products Corp. 1001 W, Sam Houston Parkway North Houston, TX 77043 Tax I.D.#: 36-3474772</p> | <p>2. Secured Party(ies) and address(es) Mezzanine Investment Limited Partnership-7, as Agent 200 Park Avenue, 21st FL. New York, NY 10166 Attn: Senior Vice President</p> | <p>3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)</p> |
|--|---|--|

4. This statement refers to original Financing Statement bearing File No. 2086995
 Filed with Secretary of State, KS Date Filed December 9, 1994

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

By _____ Mezzanine Investment Limited Partnership-7, as Agent
 Signature(s) of Debtor(s) (necessary only if item 8 is applicable) By *Michael J. King*
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

TRADEMARK

REEL: 002392 FRAME: 0093

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS:

1. PLEASE TYPE the form first only using perforations for filing.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing fee, and fill in original Financing Statement number and date filed.
4. If the space provided for any detail on the form is inadequate, the same is printed on continued on additional sheets, preferably 5' x 8" or 8' x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is a piece of goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return first copy as an acknowledgment.

| | | |
|--|---|--|
| The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. | | 3 Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
| 1 Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway North Houston, TX 77043 Tax I.D.#: 36-3474772 | 2 Secured Party(ies) and address(es): Mezzanine Investment Limited Partnership-7, as Agent 200 Park Avenue, 21st Fl. New York, NY 10166 Attn: Senior Vice President | |
| 4 This statement refers to original Financing Statement bearing File No. <u>1528253</u> Filed with <u>Secretary of State, KS</u> Date Filed <u>February 5,</u> 19 <u>90</u> | | |
| 5. <input type="checkbox"/> Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10. 8. <input type="checkbox"/> Amendment Financing Statement bearing file number shown above is amended as set forth in item 10. 9. <input type="checkbox"/> Release Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above. | | |

No. of additional Sheets presented:

Mezzanine Investment Limited Partnership-7, as Agent

By: _____
Signatures(s) of Debtor(s) (necessary only if item 9 is applicable)

By: *Michael J. Meyer*
Signatures(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only along perforation for filing.
2. Release Secured Party and Debtor: detach and send other 3 copies to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any entry(s) on this form is inadequate the material should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a list of these copies of Form UCC-3 Long schedules of collaterals, etc. may be on an. see order that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is cash or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

| | | |
|---|---|--|
| 1 Debtor(s) (Last Name First) and addresses: Igloo Products Corp. 1001 W. Sam Houston Parkway North Houston, TX 77043 | 2 Secured Party(ies) and addresses: Mezzanine Investment Limited Partnership-7, as Agent 200 Park Avenue, 21st FL. New York, NY 10166 Attn: Senior Vice President | 3 Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
|---|---|--|

4. This statement refers to original Financing Statement bearing File No. 003339490
 Filed with Secretary of State, IL Date Filed December 12, 19 94

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

Mezzanine Investment Limited-Partnership-7, as Agent

By: _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By: *Michael J. Meyer*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
 STANDARD FORM - FORM UCC-3

TRADEMARK

REEL: 002392 FRAME: 0095

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS:

1. PLEASE TYPE this form. Use only strong perforation for marking.
2. Retain Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Enclose filing fees, and file in original Financing Statement number and date file.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is other or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

| | | |
|---|--|---|
| The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | | 3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) |
| 1. Debtor(s) (Last Name First) and address(es): Igloo Products Corp. 1001 W. Sam Houston Parkway North Houston, TX 77043 | 2. Secured Party(ies) and address(es): Mezzanine Investment Limited Partnership-7, as Agent 200 Park Avenue, 21st FL. New York, NY 10166 Attn: Senior Vice President | |
| 4. This statement refers to original Financing Statement bearing File No. <u>002676139</u> Filed with <u>Secretary of State, IL</u> Date Filed <u>February 6,</u> 19 <u>90</u> | | |

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. _____

No. of additional Sheets presented: _____

By _____
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By Michael J. Hayes
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only using perforation for making.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Except for filing fees, and file in original Financing Statement number and date filed.
4. If the space provided for any item(s) on this form is inadequate the entry(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of each additional sheet need be presented to the filing officer with a list of three copies of Form UCC-3 Long schedules of collateral, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is a lease or license which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es):

Igloo Products Corp.
1001 W. Sam Houston Parkway North
Houston, TX 77043

2 Secured Party(ies) and address(es):

Mezzanine Investment Limited
Partnership-7, as Agent
200 Park Avenue, 21st FL.
New York, NY 10166
Attn: Senior Vice President

For Filing Officer (Date, Time and Filing Office)

4 This statement refers to original Financing Statement bearing File No. 935380

Filed with Secretary of State, AR Date Filed December 9, 19 94

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10

No. of additional Sheets presented:

Mezzanine Investment Limited Partnership-7, as Agent

By _____
Signatures of Debtor(s) (necessary only if item 8 is applicable)

By Michael J. Mezzanine
Signatures for Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

**STANDARD FORM UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3**

INSTRUCTIONS

1. PLEASE TYPE this form, and only using carbon for making.
2. Return Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Complete filing notice, and file original Financing Statement number and date filed.
4. If the space provided for any item(s) on this form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of these sheets of Form UCC-3. Long schedules of collateral etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is goods or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return first copy as an acknowledgment.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

| | | |
|---|--|---|
| <p>1. Debtor(s) (Last Name First) and addresses: Igloo Products Corp. 1001 W. Sam Houston Parkway North Houston, TX 77043</p> | <p>2. Secured Party(ies) and addresses: Mezzanine Investment Limited Partnership-7, as Agent 200 Park Avenue, 21st FL. New York, NY 10166 Attn: Senior Vice President</p> | <p>3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office):</p> |
|---|--|---|

4. This statement refers to original Financing Statement bearing File No. 023243
 Filed with Secretary of State, TX Date Filed February 2, 19 90

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
 9. Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented:

By _____ Mezzanine Investment Limited Partnership-7, as Agent
 Signature(s) of Debtor(s) (necessary only if item 8 is applicable) By *Michael J. M...* Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL STANDARD FORM - FORM UCC-3

COMMONWEALTH OF PENNSYLVANIA - UCC3

PARTIES

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT-Please read instructions on
reverse side of page 4 before completing

Debtor name (last name first if individual) and mailing address:

Igloo Products Corp.
1001 W. Sam Houston Parkway North
Houston, TX 77043

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer)

Debtor name (last name first if individual) and mailing address:

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- Real Estate Records of _____ County.

Number of Additional Sheets (if any):
Optional Special Identification (Max. 10 characters):

ORIGINAL FINANCING STATEMENT BEING CHANGED

Debtor name (last name first if individual) and mailing address:

This Financing Statement Change relates to an original Financing Statement No. 23781552
filed with the:
 Secretary of the Commonwealth on (date) December 9, 1994
 Prothonotary of _____ County on (date) _____
 Real Estate Records of _____ County on (date) _____

DESCRIPTION OF FINANCING STATEMENT CHANGE

- Continuation - The original Financing Statement identified above is still effective.
- Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
- Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
- Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
- Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Record are required).

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

Secured Party(ies) of Record name(s) (last name first if individual) and address for security interest information:

Mezzanine Investment Limited Partnership-7,
as Agent
200 Park Avenue, 21st FL.
New York, NY 10166
Attn: Senior Vice President

- Special Types of Parties (check if applicable):
- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 - The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 - Debtor is a Transmitting Utility.

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):
Michael J. ...
Mezzanine Investment Limited Partnership-7, as Agent

RETURN RECEIPT TO: