



Tab settings → → →

101970929

...e attached original documents or copy thereof.

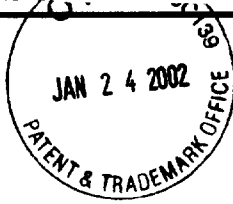
1.24.02

1. Name of conveying party(ies):

Rally Manufacturing, Inc.
5255 N.W. 159th Street
Miami, Florida 33014

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

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



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

Name: Fleet Capital Corporation

Internal Address: _____

Street Address: 200 Glastonbury Boulevard

City: Glastonbury State: CT ZIP: 06033

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

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 conveyances:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 18, 2001

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

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name _____

Internal Address: _____

Return to:
Nexis Document Solutions
Office Box 2969
Springfield, Illinois 62708

Street Address: _____

City: _____ State: DC ZIP: 200

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41):

\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

01/28/2002 TDIAZ1 00000120 1974527

DO NOT USE THIS SPACE

\$1 FC:481 40.00 DP
\$2 FC:482 225.00 DP

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

Francella H. Ashby
Name of Person Signing

January 18, 2002
Date

Total number of pages including coversheet, attachments and document: _____

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

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated December ¹⁸, 2001, by and between RALLY MANUFACTURING, INC. and FLEET CAPITAL CORPORATION.

I. U.S. Federal Registrations

<u>Registration No. or Application No.</u>	<u>Mark</u>	<u>Issue or File Date</u>
1,974,527	Rally (name and design)	4/21/94
2,424,006	Boost it	1/23/01
2,243,566	Perfect Fit (wipers)	6/19/97
2,442,043	Pin Stop (logo)	4/10/01
2,100,198	Racer's Choice (US)	9/23/97
2,300,521	Rainbow Brights	12/14/99
1,971,768	Super-Grip	4/21/94
2,016,058	Ultra Vision	11/12/96
2,196,144	WeatherGuard	10/13/98
1,774,853	Vuarnet Bottle Shape	6/8/93

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, RALLY MANUFACTURING, INC. a corporation formed under the laws of Florida located at 5255 N.W. 159th Street, Miami, Florida 33014 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Fleet Capital Corporation ("Lender") pursuant to (i) a certain Second Amended and Restated Loan and Security Agreement, dated the date hereof, between Lender and Borrower, (ii) a certain Trademark Collateral Assignment, dated April 18, 1988, made by Borrower in favor of Lender (as successor in interest to Barclays Business Credit, Inc. and Shawmut Capital Corporation) and (iii) a certain Trademark Assignment of Security dated May 15, 1996 (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
December 18, 2001

Witness:

Laura Rzeszutowski

RALLY MANUFACTURING, INC.

By: Tom Kruszewski
Name: Tom Kruszewski
Its: Vice President of Finance

Witness:

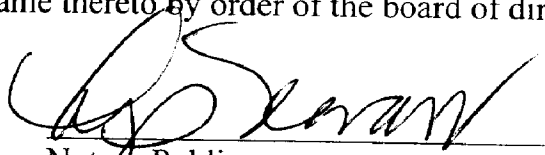
Regina O'Connor

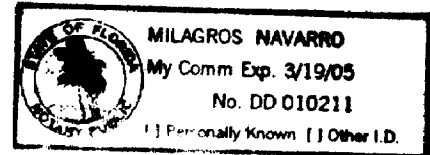
FLEET CAPITAL CORPORATION

By: Mary G. Murphy
Name: Mary G. Murphy
Its: Vice President

STATE OF Florida)
) ss.:
COUNTY OF Dade)

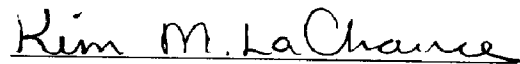
On this 18th day of December, 2001, before me personally came Tom Kruszewski, to me known, who, being by me duly sworn, did depose and say that s/he is the V.P. of Finance of Rally Manufacturing, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.


Notary Public



STATE OF Connecticut)
) ss.: Glastonbury
COUNTY OF Hartford)

On this 18th day of December, 2001, before me personally came Mary G. Murphy, to me known, who, being by me duly sworn, did depose and say that she is the Vice President of Fleet Capital Corporation, the company described in and which executed the foregoing instrument; and that she was authorized to sign her name thereto on behalf of said company.


Notary Public
My Commission Expires March 31, 2003