

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101998805

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

3-1-02

1. Name of conveying party(ies):

Columbia Manufacturing Corp. 3-1-02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

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

2. Name and address of receiving party(ies)

Name: Guaranty Business Credit
Internal Corporation
Address: Attn: Portfolio Manager

Street Address: 355 S. Grand Avenue, #2400
City: Los Angeles State: CA Zip: 90071

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 _____

Execution Date: 1/31/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1921459; 2132489
2134272; 2135676; 2227816; 2248542;
2510944

Additional number(s) attached Yes No

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

Name: Gary D. Samson, Esq.

Internal Address: _____
Orrick, Herrington & Sutcliffe LLP

Street Address: 777 S. Figueroa St., #3200

City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$190.00

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.

Joel Kabakoff
Name of Person Signing

2/27/02
Date

Total number of pages including cover sheet, attachments, and document: 7

03/04/2002 6TON11 00000002 1921459

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

01 FC:481 40.00 OP
02 FC:482 150.00 OP

TRADEMARK
REEL: 002451 FRAME: 0647

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of January 31, 2002 is executed by COLUMBIA MANUFACTURING CORP. ("Borrower"), in favor of GUARANTY BUSINESS CREDIT CORPORATION. ("Lender").

- A. Pursuant to a Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") among Borrower and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.
- B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");
- C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and
- D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

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

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


Lender's address is:

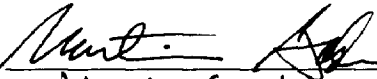
Guaranty Business Credit Corporation
355 South Grand Avenue, Suite 2400
Los Angeles, California 90071

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

COLUMBIA MANUFACTURING CORP.

By: 
Name: George E. Cohen
Title: Vice President - Finance

By: 
Name: Martin Gardner
Title: Vice Chairman

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
THE ANSWER	Canada	08-25-95	446503
THE ANSWER AND DESIGN	United States	09-26-95	1921459
CM COLUMBIA (SYLIZED)	United States	01-27-98	2132489
COLUMBIAMATIC	United States	02-03-98	2134272
SCREEN DOCTOR	United States	02-10-98	2135676
INSULSCREEN (STYLIZED)	United States	03-02-99	2227816
CM SUPREME AND DESIGN	United States	06-01-99	2248542
CM DENALI	United States	11-20-01	2510944

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
TRADEMARK APPLICATIONS

None.

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
)
COUNTY OF Los Angeles) ss.

On January 31, 2002, before me, Joel Kabakoff, Notary Public
(Name and Title of Officer)

personally appeared George E. Cohen

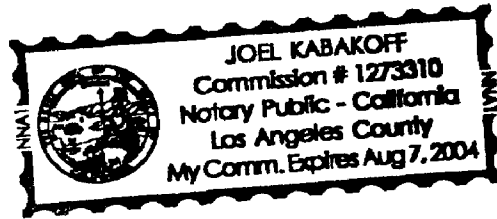
personally known to me

-or-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:

Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Grant of Security Interest Tradeables

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Los Angeles) ss.

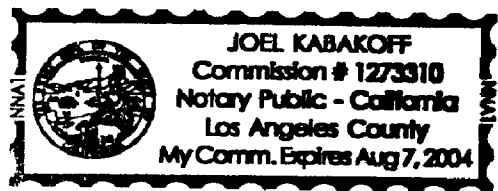
On January 31, 2002, before me, Joel Kabakoff Notary Public
(Name and Title of Officer)

personally appeared Martin Goodman

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature Of Notary



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- Individual
- Corporate Officer

Title(s)

- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

- Limited
- General

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above