03-27-2002

OMB No. 0651-0027 (exp. 5/31/2002) Tab settings	U.S. Patent and Trademark Office
	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies):	
Taylor Made Credit Corp.	Name and address of receiving party(ies) Name: Sovereign Bank Internal Address:
	Street Address: 75 State Street
General Partnership Limited Partnership Corporation-State Delaware	
Other	City: Boston State: MA Zip: 02109
	Individual(s) citizenship
Additional name(s) of conveying party(ies) attached? 🋂 Yes 🖵 No	Association
3. Nature of conveyance:	General Partnership
	Limited Partnership
	Compration-State
Security Agreement First Amendment to Intellectu Other Property Security Agreement	al Other National Chartered Commercia
Execution Date: January 16, 2002	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
4. Application number(s) or registration number(s):	(10)
A. Trademark Application No.(s) 75542144 76196478 76182997 Additional number(s) a	B. Trademark Registration No.(s) 1725402 2317685 2102253 attached Yes No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Jean M. Maxwell	
Trademark Legal Assistant Coordi	nator 7. Total fee (37 CFR 3.41)s <u>\$65.00</u>
	Enclosed
	Authorized to be charged to deposit account
Street Address: Palmer & Dodge LLP	8. Deposit account number:
111 Huntington Avenue	
O2199- City: Boston State: MA Zip: 7613	(Attach duplicate copy of this page if paying by deposit account
9. Statement and signature.	E THIS SPACE
To the best of my knowledge and belief, the foregoing infocopy of the original document.	rmation is true and correct and any attached copy is a true
Jean M. Maxwell	2/11
Name of Person Signing	Signature S/7/62 Date Date

40.00 OP

525.00 OP

01 FC:481

12 FE:482

CONTINUATION OF ITEM #1 – CONVEYING PARTIES

NELSON A. TAYLOR CO., INC., a New York Corporation

TAYLOR MADE SYSTEMS BRADENTON, INC., a Delaware Corporation

SEALAND TECHNOLOGY, INC., a Delaware Corporation

TAYLOR MADE GLASS OHIO, INC., a Delaware Corporation

TAYLOR MADE INVESTMENT COMPANY, LLC, a Delaware limited liability company

TAYLOR MADE SYSTEMS GEORGIA, INC., a Delaware corporation

TAYLOR MADE TECHNOLOGIES, LLC, a Delaware limited liability company

TAYLOR MADE OVERSEAS, LLC, a Delaware limited liability company

TMO REALTY, LLC, a Delaware limited liability company

CONTINUATION OF ITEM #4

A. Trademark Appl. No.

RV-KEM 76156797

RV-SOFT 76096413

TRAVELER LITE 76206205

MAGNUM OPUS European Union/Appl. 2109148

SANX Australia/Appl. 472917

B. Trademark Reg. No.

RV-KEM		1881108
SANI POTTIE		943098
SANISERVICE		1755154
SANX		1560714
SEALAND		1537894
SEALANDER		1413254
SEALAND TECH.COM		2201771
SECURE		1662160
TANKMASTER		2419718
TANKSAVER		2313568
TANKWATCH		1365311
TRAVELER		1387440
VACU-FLUSH		912283
ODORSAFE	Australia/Reg.	714238
ODORSAFE	Benelux/Reg.	609160
ODORSAFE	Germany/Reg.	39638855
ODORSAFE	Sweden/Reg.	320748
ODORSAFE	United Kindom/Reg.	2106236
SANI POTTIE	Benelux/Reg.	326296
SANI POTTIE	France/Reg.	1273810
SANI POTTIE	Germany/Reg.	2092653
SANI POTTIE	Taiwan/Reg.	492081

SANISERVICE Germany/Reg. 2039183

SANISERVICE Norway/Reg. 160347

SEALAND Australia/Reg. A472916

SEALAND China (PRC)/Reg. 695363

SEALAND Taiwan/Reg. 492080

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), made as of January 16, 2002, by and among TAYLOR MADE CREDIT CORP., a Delaware corporation, NELSON A. TAYLOR CO., INC., a New York corporation, TAYLOR MADE SYSTEMS BRADENTON, INC., a Delaware corporation. SEALAND TECHNOLOGY INC., a Delaware corporation, TAYLOR MADE GLASS OHIO, INC., a Delaware corporation, TAYLOR MADE INVESTMENT COMPANY, LLC, a Delaware limited liability company, TAYLOR MADE SYSTEMS GEORGIA, INC., a Delaware corporation, TAYLOR MADE TECHNOLOGIES, LLC, a Delaware limited liability company, TAYLOR MADE OVERSEAS, LLC, a Delaware limited liability company, and TMO REALTY, LLC, a Delaware limited liability company (collectively, the "Pledgors"), in favor of SOVEREIGN BANK, as administrative agent for itself and the other Lenders under the Second Amended and Restated Credit Agreement described below, having an office at 75 State Street, Boston, MA 02109 (the "Administrative Agent") amends that certain Intellectual Property Security Agreement dated as of June 12, 2001 (as amended, the "IP Security Agreement") by and among the Pledgors and the Administrative Agent. The Administrative Agent and the Lenders are herein collectively referred to from time to time as the "Secured Parties."

WHEREAS, James W. Taylor, individually and as Trustee of the James W. Taylor Revocable Living Trust dated September 25, 2001 and John E. Taylor, individually and as Trustee of the John E. Taylor Revocable Living Trust dated September 25, 2001 (the "Sellers") have informed the Secured Parties that they intend to sell SeaLand Technology, Inc. ("Sealand") to Dometic Corporation (the "Purchaser") pursuant to a Stock Purchase Agreement dated as of December 19, 2001 by and among the Purchaser and the Sellers, and in connection therewith, the Sellers have requested that the Secured Parties release all liens and security interests of the Secured Parties on and in the collateral of Sealand, including, but not limited to, the intellectual property collateral of Sealand set forth on the attached Schedule I.

WHEREAS, the Secured Parties have consented to the sale of Sealand pursuant to that certain letter agreement dated as of the date hereof from the Administrative Agent to the Borrowers, and desire to release all liens and security interests of the Secured Parties on and in the collateral of Sealand, including, but not limited to, the intellectual property collateral of Sealand set forth on the attached <u>Schedule I</u>, and remove Sealand from the definition of Pledgors under the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. <u>Capitalized Terms</u>. Capitalized terms used herein without definition which are defined in the IP Agreement have the same meanings herein as therein.

2. Amendments.

- (a) The Pledgors and the Administrative Agent hereby amend the IP Security Agreement to remove Sealand from the definition of "Pledgors".
- (b) The Pledgors and the Administrative Agent, for itself and on behalf of the Secured Parties, hereby amend the IP Security Agreement to release all liens and security interests of the Secured Parties on and in the collateral of Sealand, including, but not limited to, the intellectual property collateral of Sealand set forth on the attached <u>Schedule I</u>.

3. Miscellaneous.

- (a) Except as otherwise expressly set forth herein, nothing herein shall be deemed to constitute an amendment, modification or waiver of any of the provisions of the IP Agreement or the other Loan Documents, all of which remain in full force and effect as of the date hereof.
- (b) The Credit Parties agree to pay all reasonable expenses, including legal fees and disbursements incurred by the Administrative Agent in connection with this Amendment and the transactions contemplated hereby.
- (c) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.
- (d) This Amendment shall be governed by the laws of the Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[The remainder if this page is intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Intellectual Property Security Agreement to be duly executed under seal as of the date first above written.

ADMINISTRATIVE AGENT

SOVEREIGN BANK, as Administrative Agent for itself and the other Secured Parties

By Color of Mercola
Name: T'/a d Municha
By: Clear P. Mecephy Name: Eilew P. Munghy Title: Vice Praident
Title. Vice Mediaeni
TAYLOR MADE CREDIT CORP.
By:
Name:
Title:
NELSON A. TAYLOR CO., INC.
By:
Name:
Title:
TAYLOR MADE SYSTEMS BRADENTON, INC
By:
Name:
Title:
SEALAND TECHNOLOGY INC.
By:
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Intellectual Property Security Agreement to be duly executed under seal as of the date first above written.

ADMINISTRATIVE AGENT

SOVEREIGN BANK, as Administrative Agent for itself and the other Secured Parties

By: _______
Name:
Title:

TAYLOR MADE CREDIT CORP.

Name: John ETAY long

NELSON A. TAYLOR CO., INC.

Name: John ETAY low

TAYLOR MADE SYSTEMS BRADENTON, INC.

Name: JOHNETAY LORI Titley Ad MINISTRATION

SEALAND TECHNOLOGY INC.

Name: SONNETAYOR
Title: // Pod ministration

TAYLOR MADE GLASS OHIO, INC. By: Name: JEHN ETAYLOR TAYLOR MADE INVESTMENT COMPANY, LLC By: Name: JOHNE TAYLOR Title: UP AL MINISTRATION TAYLOR MADE SYSTEMS GEORGIA, INC. Name: JOHN E TAYLORD Title: / Cidministration TAYLOR MADE TECHNOLOGIES, LLC By: JOHN E TAYLOR Name: Title: MadmibistRAtion TAYLOR MADE OVERSEAS, LLC By: E PAY lock or Name: TMO REALTY, LLC $\mathbf{B}\mathbf{y}$: Name: Title: UP ad mini

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SCHEDULE I

RELEASED INTELLECTUAL PROPERTY

UNITED STATES:

PATENTS	Registration No.
Low Odor Permeable Flexible Hose	6,216,284 B1
Dump Facility for Cassette Sewage Tank	6,182,673 B1
Vacuum Toilet System with Single Pump	09/739,274
Portable Toilet Unit	6,212,700 B1
Vacuum Tank Construction	09/722,542
All China Toilet	60/253,113
Anti-Siphon Valve With Liquid Injector	TBD
Vacuum Tank Const for Self-Contained Sewage Handling apparatus	4,672,690
Vacuum Toilet System	4,819,279
Titling Sanitary Tank	4,893,720
Level Indicating in Vehicle Holding Tanks	5,079,950
Integrated System Marine Sanitation Device	5,139,655
Vacuum Toilet System	5,345,618
Low Volume Vacuum Toilet Assembly	5,408,704
Readily Detachable Cylindrical Sections Valve	5,432,958
Sanitary Pump station	4,854,827
Low Volume Vacuum Toilet Assembly	5,947,146
Low Volume Vacuum Toilet Assembly	6,148,860

PATENTS	Registration No.
Low Odor Permeable Flexible Hose	5,939,160
Plastic combined Vacuum & Holding Tank	5,931,642
Air Pump for Vacuum Toilet Systems	6,082,979
No Drip Vacuum tight connector	5,960,829
Toilet Waste Coll. Sys. For Campgrounds	5,937,888
Vacuum Adaptor for RV Toilet system	5,971,005
Vacuum Relief Valve for Sewage Holding Tank	6,065,493
Seacock Interlocking	5,947,047
Pump Out Adaptor	5,433,163
Testing of hosesEvaluating Gas Content Between Sample and Covering	5,442,952
Vacuum Tank Const. For Vac. Toilet Assembly	5,621,924
Vacuum/Holding Tank	5,681,148
Discharge Hose Adapter for Boat Holding Tank	5,806,454
Pulsation Damper for Marine Tank Pumpout Systems	5,860,799

TRADEMARKS	Serial No./Registration No.
ADVENTURER	1,725,402
HUSHFLUSH	75/542,144
FLUSH AND FORGET	76/196,478
MAGNUM OPUS	76/182,997
ODORSAFE	2,102,253
RV (Stylized)	2,317,685

TRADEMARKS	Serial No./Registration No.
RV-KEM	1,881,108
RV-KEM	76/156,797
RV-SOFT	76/096,413
SANI POTTIE	943,098
SANISERVICE	1,755,154
SANX	1,560,714
SEALAND	1,537,894
SEALANDER	1,413,254
SEALAND TECH.COM	2,201,771
SECURE	1,662,160
TANKMASTER	2,419,718
TANKSAVER	2,313,568
TANKWATCH	1,365,311
TRAVELER	1,387,440
TRAVELER LITE	76/206,205
VACU-FLUSH	912,283

FOREIGN JURISDICTIONS:

PATENTS	Registration No./Country
Sanitary Pump Station	312784/Italy
Tilting Sanitary Tank	31635/Italy
Vacuum Toilet System	2683597/Japan
Vacuum Toilet System	598957/Australia
Vacuum Toilet System	/Euro Comm
Vacuum Toilet System	313786/Italy
Vacuum Toilet System	/Netherlands
Vacuum Toilet System	0313786/Sweden
Low Volume Vacuum Toilet Assembly	96119349/Europe
Plastic Combined Vacuum and	14895/97/Australia
Plastic Combined Vacuum and	2198178/Canada
Plastic Combined Vacuum and	97103102/Europe
Plastic Combined Vacuum and	48222/1997/Japan
Holding Tank Vacuum Relief	97112116/Europe
Low Odor Permeable Hose	97114907/Europe
Pulsation Damper	97116475/Europe
Vacuum Tank Construction	96921668/Europe
Vacuum Relief Valve	99710003/Europe
Vacuum Tank Construc.	1102770/Europe

TRADEMARKS	Country/Appl. No./Registration No.
MAGNUM OPUS	European Union/App. 2109148
ODORSAFE	Australia/Reg. 714238
ODORSAFE	Benelux/Reg. 609160
ODORSAFE	Germany/Reg. 39638855
ODORSAFE	Sweden/Reg. 320748
ODORSAFE	United Kingdom/Reg. 2106236
SANI POTTIE	Benelux/Reg. 326296
SANI POTTIE	France/Reg. 1273810
SANI POTTIE	Germany/Reg. 2092653
SANI POTTIE	Taiwan/Reg. 492081
SANISERVICE	Germany/Reg. 2039183
SANISERVICE	Norway/Reg. 160347
SANX	Australia/App. 472,917
SEALAND	Australia/Reg. A472916
SEALAND	China (PRC)/Reg. 695363
SEALAND	Taiwan/Reg. 492080

RECORDED: 03/07/2002