

TRADEMARK
REEL: 002470 FRAME: 0101

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/Apl. 2109148 |
| SANX | Australia/Apl. 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 Schedule I, 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. Capitalized Terms. 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 Schedule I.

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 of this page is intentionally left blank.]

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: Eileen P. Murphy
Name: Eileen P. Murphy
Title: Vice President

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.

By: John E Taylor
Name: John E TAYLOR
Title: Administration

NELSON A. TAYLOR CO., INC.

By: John E Taylor
Name: John E TAYLOR
Title: Administration

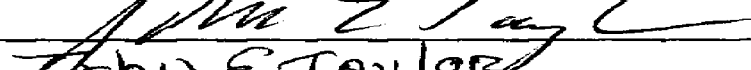
TAYLOR MADE SYSTEMS BRADENTON, INC.

By: John E Taylor
Name: John E TAYLOR
Title: Administration

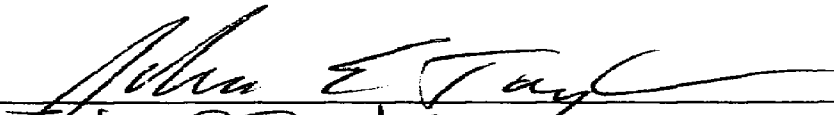
SEALAND TECHNOLOGY INC.

By: John E Taylor
Name: John E TAYLOR
Title: Administration

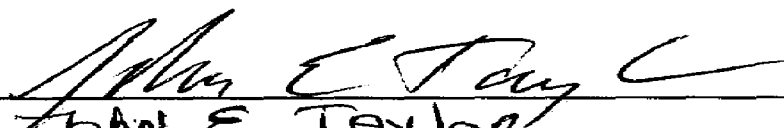
TAYLOR MADE GLASS OHIO, INC.

By: 
Name: John E Taylor
Title: VP Administration

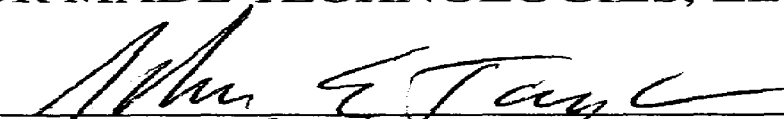
TAYLOR MADE INVESTMENT COMPANY, LLC

By: 
Name: John E Taylor
Title: VP Administration

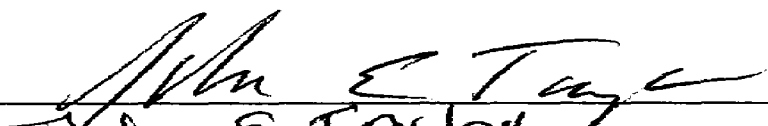
TAYLOR MADE SYSTEMS GEORGIA, INC.

By: 
Name: John E Taylor
Title: VP Administration


TAYLOR MADE TECHNOLOGIES, LLC

By: 
Name: John E Taylor
Title: VP Administration

TAYLOR MADE OVERSEAS, LLC

By: 
Name: John E Taylor
Title: VP Administration

TMO REALTY, LLC

By: 
Name: John E Taylor
Title: VP Administration

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 hoses...Evaluating 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 |