

08-02-2002



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

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.

Handwritten notes on the left margin.

1. Name of conveying party(ies):
Columbia Manufacturing Corp.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California corporation
 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: _____
Street Address: 333 S. Grand Ave., Suite 1650
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: June 11, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
76323960 76323958
76323959

B. Trademark Registration No.(s)
2132487

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Orrick, Herrington & Sutcliffe LLP
 Internal Address: Kathy Villalobos

 Street Address: 777 S. Figueroa Street
Suite 3200
 City: Los Angeles State: CA Zip: 90017

7. Total fee (37 CFR 3.41).....\$ 115.00

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.

KATHY VILLALOBOS, Legal Specialist [Signature] 07/30/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

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

08/05/2002 GTON11 00000044 76323960
01 FC:481 40.00 DP
02 FC:482 75.00 DP

TRADEMARK REEL: 002553 FRAME: 0864

**SUPPLEMENT ONE TO
GRANT OF SECURITY INTEREST**

TRADEMARKS

THIS SUPPLEMENT ONE TO GRANT OF SECURITY INTEREST, dated as of June 11, 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 January 31, 2002 (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 previously executed a Grant of Security Interest – Trademarks dated January 31, 2002, that was recorded in the U. S. Patent and Trademark Office on March 1, 2002 at Reel/Frame 002451/0647.

C. Borrower desires to supplement the Grant of Security Interest - Trademarks to make specific reference to the trademarks set forth on Exhibit A attached hereto which trademarks Borrower has adopted, used and is using and are registered or subject to an application for registration in the United States Patent and Trademark Office (the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated January 31, 2002 (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 Trademarks to secure the prompt payment, performance and observance of the Obligations.

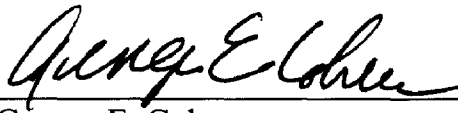
Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully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

Lender's address is:

Guaranty Business Credit Corporation
333 South Grand Avenue, Suite 1650
Los Angeles, California 90071

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

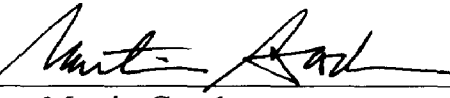
By: 
Name: Martin Goodman
Title: Vice Chairman

EXHIBIT A
TO
SUPPLEMENT ONE TO GRANT OF SECURITY INTEREST
TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Serial/Regis. No.</u>
HOMEGUARD	United States	10/10/01	76323960
CM POCKETSCREEN	United States	10/10/01	76323959
CM CHINO	United States	10/10/01	76323958
CM COLUMBIA	United States	01/30/97	2132487

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

)
) ss.
)

On July 1, 2002
Date

before me,

Debra Lee Lane

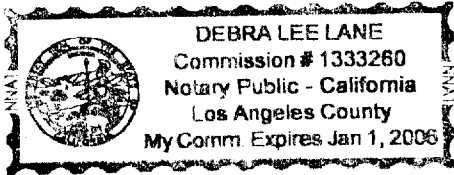
Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared

George E. Cohen AND Martin Goodman

Name of Signer(s)

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.

Debra Lee Lane

Signature of Notary Public

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

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

Signer(s) Other Than Named Above