

09-13-2002

U.S. DEPARTMENT OF COMMERCE



FR SHEET

Patent and Trademark Office  
Docket No. 7427/453

Y

102220908

9/13/02

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

1. Name of conveying party(ies):  
Bank of the West d/b/a/ United California Bank (formerly known as Sanwa Bank California)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State:  Other: California Banking Corporation

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Terminate security interest
- Merger
- Change of Name

Execution Date: August 29, 2002

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

Name: International E-Z Up, Inc.  
Internal Address:  
Street Address: 1601 Iowa Avenue  
City: Riverside State: California ZIP: 92507

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: \_\_\_\_\_
- Corporation-State: California
- Other: \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

4.A. Trademark Application No.(s)

B. Registration No.(s)

1,908,477	1,994,970
1,803,282	1,901,785
1,886,066	1,992,874
1,901,784	

Additional numbers attached? \* Yes  No

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

Charlotte Chen  
Morrison & Foerster, LLP  
555 West Fifth Street, 35th Floor  
Los Angeles, CA 90013

6. Total number of applications and trademark registrations involved: 7

7. Total fee (37 C.F.R. § 3.41): \$190.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket \_\_\_\_\_

8. Deposit account number: \_\_\_\_\_

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No.

**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.

Name: Eric Sanders

Signature

9/15/02  
Date

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

09/16/2002 6TON11 00000042 1908477

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

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

la-595290

**TRADEMARK**  
**REEL: 002581 FRAME: 0077**

## TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of August 29, 2002, executed by Bank of the West d/b/a United California Bank (formerly known as Sanwa Bank California), in its capacity as agent (in such capacity, the "Agent") to the lenders under that certain Credit Agreement dated as of September 30, 1999 by and among International E-Z Up, Inc., a California corporation ("Debtor"), the lenders party thereto (the "Lenders"), the Agent and the issuer of letters of credit thereunder (the "L/C Issuer"), releasing all security interests of the Agent on behalf of the Agent, the Lenders, and the L/C Issuer (collectively, the "Secured Parties") in the Trademarks (defined below) owned by the Debtor.

### RECITALS

WHEREAS, pursuant to that certain Security and Collateral Agency Agreement dated as September 30, 1999 by and among the Debtor and the Agent (as amended, restated, extended, and replaced, the "Security Agreement"), the Debtor granted to Agent on behalf of the Secured Parties a security interest in certain assets of the Debtor, including, without limitation, the trademarks specifically described on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, pursuant to that certain Supplemental Security Agreement (Trademarks) dated as of September 30, 1999 by and among the Debtor and the Agent (the "Trademark Recordation Device") the Debtor confirmed the grant of the security interest in the Trademarks and the Trademark Recordation Device was recorded in the United States Patent and Trademark Office on February 3, 2000 at Reel 001984, Frame 0171 and later amended on June 19, 2000 at Reel 002100, Frame 0040;

WHEREAS, Debtor desires termination of the Secured Parties' security interest in the Trademarks; and

WHEREAS, the Secured Parties are willing to terminate their security interest in the Trademarks;

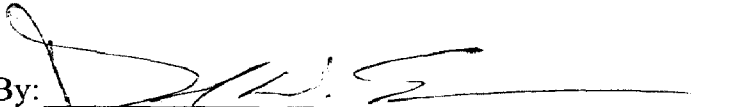
NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Termination of Security Interest. The Agent on behalf of the Secured Parties hereby terminates all of the Secured Parties' security interest in the Trademarks.
2. Revocation of Power of Attorney. The powers of attorney granted by Debtor to the Agent on behalf of the Secured Parties pursuant to that certain Irrevocable Power of Attorney delivered by the Debtor in connection with the Trademark Recordation Device are hereby revoked with respect to the Trademarks.

IN WITNESS WHEREOF, the Agent on behalf of the Secured Parties has caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

Bank of the West d/b/a United California Bank  
(formerly known as Sanwa Bank California), in its  
capacity as Agent

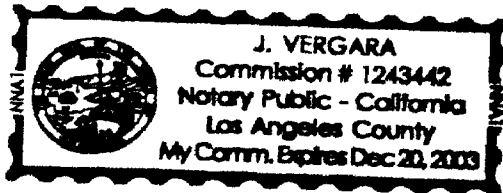
By:   
Name: David W. Shaw  
Title: Vice President

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF LOS ANGELES )

On AUGUST 29, 2002, before me, the undersigned notary public in and for said County and State, personally appeared DAVID W. SHAW, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  whose name  is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity  and that, by his/~~her~~/~~their~~ signature  on the instrument, the person  or the entity  upon behalf of which the person  acted executed the instrument.

WITNESS my hand and official seal.

  
My commission expires on 12/30/2003



la-594353

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Schedule 1 to Termination of  
Trademark Security Interest

TRADEMARK/SERVICE MARK	REGISTRATION DATE	REGISTRATION NO.
WORLD'S FASTEST SHELTERS	08/01/1995	1,908,477
INSTANT SHELTER	11/09/1993	1,803,282
ORIGINAL SHADE	03/28/1995	1,886,066
AUTO-PEAK	06/27/1995	1,901,784
E-Z UP	08/20/1996	1,994,970
AUTO-SLIDER	06/27/1995	1,901,785
E-Z UP WORLD'S FASTEST SHELTERS ORIGINAL SHADE	08/13/1996	1,992,874

la-594353

RECORDED: 09/13/2002

TRADEMARK  
REEL: 002581 FRAME: 0081